



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, OCTOBER 10, 2016 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS: None

3. MAYOR'S AWARD

4. PRESENTATIONS:

A. Gateway Project Presentation - US Highway 27 at US Highway 441

5. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held March 28, 2016

B. PURCHASING ITEMS:

1. Purchase request by the Information Technology Department for two (2) new server blades from High Performance Technology for an amount not to exceed \$59,414.00.
2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an End User License Agreement with ESRI for a period of 37 months and a total value of \$77,185.79; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Fixed Unit Price Agreement with AMROAD, LLC for Traffic Marking & Striping Services; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, Accepting and Approving a Special Warranty Deed from United Southern Bank to the City of Leesburg, Florida for property located in Section 14, Township 19 South, Range 24 East, Lake County, Florida; and providing an effective date.
 2. Resolution of the City Commission of the City of Leesburg, Florida, accepting and approving the agreement between the City of Leesburg and the Office of the State Attorney to reimburse the state for the cost of state attorney prosecution on certain criminal violations of the City of Leesburg code; and providing an effective date.
 3. Resolution of the City Commission of the City of Leesburg, Approving the Helicopter Memorial Site Plan in Veterans Park
6. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
- A. Discussion Item - Date for Organizational Meeting in January, 2017
 - B. Approve Property Sales Agreement
 1. 413 Perkins - CDC
 2. 410 South 6th Street - CDC
 3. 1112 West Line Street - Judith Bechtel
 - C. Discussion - Code Enforcement Special Magistrate
7. INFORMATIONAL REPORTS: None
The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.
8. CITY ATTORNEY ITEMS:
9. CITY MANAGER ITEMS:
10. PUBLIC COMMENTS:
This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.
11. ROLL CALL:
12. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES

DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.



AGENDA MEMORANDUM

Item No: 4A.

Meeting Date: October 10, 2016

From: DC Maudlin, Public Works Director

Subject: US 27 @ US 441 Gateway Project

Staff Recommendation:

Staff is seeking direction regarding design of the US 27 @ US 441 gateway feature. A preliminary concept will be presented for discussion.

Analysis:

The CIP includes \$250,000 to design and construct a gateway feature at the US 27 @ US 441 intersection. Staff contracted with GAI Consultants to develop a concept for the gateway feature.

The gateway feature is considered a Community Aesthetic Feature (CAF); as such, it is regulated by Chapter 9 of the FDOT Plans Preparation Manual. The approval process starts with submittal of a CAF application package to the local FDOT field office. Following local review, the application package will go to the District 5 office for further review and then to the FDOT Central Office in Tallahassee for final review and approval.

In addition, the City has been awarded a \$250,000 FDOT landscaping grant to beautify the US 27 @ US 441 intersection. The two projects are not fiscally connected; however, they will be designed, procured and constructed as one project. The project is funded in the FY 17 FDOT work plan.

Options:

1. Accept or reject the preliminary gateway design concept, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None at this time

Submission Date and Time: 10/5/2016 3:15 PM

Department: Public Works Prepared by: DC Maudlin Attachments: Yes___ No___ Advertised:___ Not Required ___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head DCM Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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LEESBURG GATEWAY

Leesburg, FL



**COMMUNITY
SOLUTIONS
GROUP**



Site Location



View to south from US 441

Existing Conditions



View to north from US 441

Existing Conditions



View approaching US 441 from northbound US 27

Existing Conditions



Proposed Gateway Concept



Proposed Gateway Concept



Proposed Gateway Concept





Proposed Gateway Concept

**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, MARCH 28, 2016**

The City of Leesburg Commission held a regular meeting Monday, March 28, 2016, in the Commission Chambers at City Hall. Mayor Hurley called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Elise Dennison
Commissioner Dan Robuck
Mayor Jay Hurley

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Mayor Hurley gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

MAYOR'S AWARD:

Mayor Hurley presented the Mayor's Award to Don Hayes with Mid-Florida Signs for their work and contribution, at their own expense, to fix a City of Leesburg sign out on West Main Street at the Commerce Park.

PRESENTATIONS:

LAKE COUNTY AND CENTRAL FLORIDA TRAIL SYSTEM

Michael Woods, Transportation Planner, with the MPO gave a brief explanation of the Coast to Coast trail systems.

Commission asked if the MPO, outside the state, has any funds for trail development and Mr. Woods replied no; the MPO only responds to requests from cities and counties to advance projects forward using State or Federal dollars.

VENETIAN GARDENS IMPROVEMENT PLAN

CM Minner stated Bennett Walling asked for time to address the Commission.

Bennett Walling shared an idea on how to merge the new projects in Venetian Gardens to Dozier Circle; which he calls the Leesburg Water Walk. He stated Ski Beach parking needs to be addressed and also a need for some additional new docks. A master plan is needed before going down the wrong road and make our Lake Front City looking really good to bring people to this area as a destination.

CM Minner stated he is glad at the end of the day that everyone kind of capitulates that we did finally find the right spot for the splash pad and the play equipment. On a staff level, the improvements Bennett brought up of the community center, losing black top for landscape, boat docks and boardwalks, the restaurant concept, all those things, we are headed in that direction and the Commission is headed that direction also because the last

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directive issued to staff was to do the feasibility study on the community center. To start doing some of the other concepts, like what do we do with the swimming pool, the boardwalks, and all those things are really predicated on how we address the community center because if we do not keep the community center there and determine perhaps to build a new community center, then some of these concepts start to change because of the location. He thinks we are on the right track and do have a good plan. Staff did contract with an architect to start the feasibility, the financial analysis on the community center, may take 60 to 90 days to get some of that information back, but what that will provide us is some concepts on what we can do with the existing facility, what those will cost, and then how we compare those concepts if we go new. With those answers we hope to provide the Commission with good financial information, then formalize the plan moving forward, and come up with a financial plan to pay for it in a way that uses our resources wisely.

Adam Sumner, Lake County Economic Development and Tourism Manager, agrees as to the addition of more docks, maybe some floating ones, and more parking. He stated his office is working to bring major professional fishing tournaments back to Lake County and the two possibilities are Hickory Point and Venetian Gardens. Hickory Point has issues with the parking distance from the docks and the number of boats slips. Venetian Gardens would be the ideal spot, but more docks, possibly floating ones are needed; maybe 50 to 70. Mr. Sumner stated tourism dollars could be used to possibly fund up to 50% of the cost should Leesburg decide to do a project.

Commissioner Robuck asked what type of projects would potentially be eligible for tourism tax dollars.

Mr. Sumner stated anything that generates more hotel room nights in Lake County either through an event sponsorship or capital funding would be eligible from their office.

Commissioner Christian asked if the proposed docks would be near the Ski Beach area or on the other side.

Mr. Sumner replied the ideal situation would be as close to the ramps as possible.

Commissioner Bone thinks that sounds like good prospects and asked how many docks they would propose.

Mr. Sumner stated 80 is a dream scenario, but if we put up 50 floating docks he thinks that would make all the tournament directors very happy.

Mayor Hurley agrees with it as far as an economic development aspect and tourism dollars, and said we have talk many times about the need for additional boat docks and the additional ramp. He does not think there is any real hesitation on the boards part as far as moving forward with things of that nature. He has no interest in someone coming in now and wanting to put a committee together on playground location when this Commission and staff, who he has total support and faith in, purchased the apartment complex and spent two years talking about where to put things. As far as the swimming pool, unless some of the Commission has said something otherwise, he has no interest in continuing to put \$110,000 in that pool every year to swim and just change out the landscape to make it pretty. We have a great need in this City, and in this community as

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a whole, for a pool because we have something that we are trying to partner with the School Board, and with Lake Sumter State College and there are tournaments and other things that come into the play and this is not the night to have a big debate over the swimming pool. As far as working to tie things together, he definitely thinks Bennett is on the right track there, and agrees with that.

Bennett Walling stated there is a restroom flagged out along the road that accesses the area we were talking about for additional boat ramps. It probably would be best to put it in the area where it would be needed as opposed to at the very beginning of that road, because that is a long way for someone to run when they have to go to the bathroom.

Commissioner Bone stated he has confidence in staff and what designs we have done with the splash pad and the new Kids Korner and everything, that all started out as the main project to do then, but it is just recently that there has been some discussion that maybe there are some additional funds available to tackle Venetian Gardens in a larger way. He kind of agrees with Bennett that if there is more money available maybe we hold a second and just take a look to make sure there is not some better way than instead of having a million and a half to do the splash pad and Kids Korner, maybe we do take a really quick second look. The Commission approved the bathroom to be done and we now have Lake County saying if you guys build some ramps we can get some fishing tournaments in, but if we build it might be in the wrong place. So, he is kind of supportive of really taking a look, especially if there some additional moneys available to devote to Venetian Gardens. To have a master concept plan that is drawn out, are we going to have boat docks, are we going to have bathrooms, are we going to have ramps, and if so where should those be and how should they look in comparison to what we are going to do with the community center. He is supportive of having someone with the expertise come in and really lay out the concept of how everything would fit in.

Mayor Hurley stated he disagrees because 10 years ago a master plan was done, not only for every phase of Venetian Gardens, but also at a great expense financially, trying to tie downtown into Venetian Gardens. Skip forward 5 years and they did another master plan and spent another \$20,000 doing Venetian Gardens, the Commission changes, committees form and then we move forward another 5 years and start another master plan. This last master plan was done with three phases and we had multiple community workshops and here we are at the time to break ground for our splash pad and it is let's start again. This is a perpetual road where nothing ever gets done and that is why we get left in the dust because there will always be another idea.

Commissioner Bone stated he has not seen a master plan with 50 floating docks or six to eight boat ramps.

Commissioner Robuck thinks everyone is on the same board with the splash pad and the park; that is going good. The things not planned out like the docks, we have talked about the idea of docks, they are in the master plan, but where he sees this going is we had a committee to design the playground; the Commission said we want a playground and you bring back a design. He could see doing a committee on docks and boat ramps, get some people who care more about docks and boat ramps then maybe we do and say bring us back a design. The Commission will certainly have to approve it, talk about money and all those things. He thinks committees could be good at that, but not to start over, we have a master plan and he thinks all this can work within it.

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Bennett Walling stated basically we have a great plan for the splash pad and Kids Korner, but outside the limits of that, there was nothing given to the aspect of how it would work into the rest of the plan. The plan done three or four years ago with the charrettes, what you are calling the master plan, really was not a plan, it was a meeting of citizens who made a list of priorities of what we wanted to see in the City of Leesburg; in the Venetian Gardens area. He was just trying to incorporate a concept of ideas from those priority lists so we would know what is happening in Phase 2 before Phase 1 was in the ground and the same for Phase 3.

Commissioner Christian asked if staff can be directed to work with Adam and the county and come back with a plan. We need to figure out what we are going to do with the community building and that is going to determine the parking lot. All the stuff we are talking about now, we have these prices, but until staff can make determination of the community center, tear down or remodel, and he agrees with Commissioner Bone on the bathroom concept, because everybody for whatever reason does not want to do anything with Ski Beach, but when we talk about bring tournaments, we have to look at the entire area. With the feasibility study that staff is going to bring back we can then make an appropriate decision on which way we go because we talk about before the 6.5 million we were doom and gloom, now we have some funds and everyone wants to get excited, but we did take a lot of time with the splash pad, and the playground; let's celebrate that. Adam is talking about next year so we do not want to tie staff's hands for six months with committees, let them come back with a proposal and then we can talk about it instead of wasting time tonight talking about what ifs when staff already has the feasibility study in the works.

Commissioner Dennison stated we have been told before that the city was going to get Lake County money to do things, but we have never seen it. We have the biggest fund raising event in the state when we have Bikefest so where is the money from that; why haven't we received any development money from what we have already given to the county. She does not want to just hear yes we can have a bass tournament here, what is the county going to do for Leesburg instead of Leesburg having to fund everything.

CONSENT AGENDA:

CM Minner stated he would like amend item 5.C.3, the Leesburg Bikefest. On the agenda the dates are correct, but in the first whereas clause of the resolution those dates are incorrect and if we can verbally note that the correct dates are April 22 – 24, 2016.

Commissioner Dennison moved to adopt the Consent Agenda, with correction to 5.C.3, and Commissioner Christian seconded the motion.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Robuck	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

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CITY COMMISSION MEETING MINUTES:

Regular meeting held March 14, 2016

Regular meeting held November 23, 2015

Regular meeting held November 9, 2015

APPROVED

Purchase Request by Public Works Waste Water for the purchase for the Turnpike Intermediate Pump Rebuild Services to be provided by Sanders Co., Inc.

RESOLUTION 9759

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a short term parking lease with DRJ Silver Lake Holdings, LLC, for real property located east of the City's Corporate Hangars, and providing an effective date.

RESOLUTION 9760

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a fixed unit price construction services agreement with D.A.B. Constructors, Inc. for street resurfacing; and providing an effective date.

RESOLUTION 9761

Resolution of the City Commission of the City of Leesburg, Florida, establishing the Special Events Venue Area for the 20th annual Leesburg Bikefest, taking place April 22-24, 2016 and providing an effective date.

RESOLUTION 9762

Resolution of the City Commission of the City of Leesburg, Florida, establishing the per square foot (tent/vendor area) cost recovery fee for businesses located within the Leesburg 2016 Bikefest Venue Area, which receive a Temporary Use/Outdoor Sales/Extension of Premises Permit; and providing an effective date.

ADOPTED ORDINANCE 16-11 ANNEXING APPROXIMATELY 7.17 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF POE ROAD, WEST OF RADIO ROAD (BAKICH NO. 2/LAKE NISSAN)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 7.17 ACRES AND BEING GENERALLY LOCATED ON THE SOUTH SIDE OF POE ROAD, WEST OF RADIO ROAD, LYING IN SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES;

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PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE (BAKICH NO. 2 LLC/LAKE NISSAN).

Commissioner Robuck moved to adopt the ordinance and Commissioner Dennison seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Mayor Hurley stated he knows this is going to be a hot topic with some discussion so will allow the public to speak first, will not have any outburst, and there will be no open arguing with the Commission.

Greg Beliveau, LPG representing Lake Nissan, provided the Commission with some handouts. His first exhibit at the intersection of Poe and Radio Road happens to actually show a church on the northeast corner and ARC Sunrise on the southeast corner, the northwest corner is regional commercial, currently vacant, and the southeast is vacant. At Poe and 44, both south corners are CFDs and the northeast corner is again the regional commercial corner and the northwest corner is vacant and is owned by the same owner as the northeast. There are several parcels in the area that are CFD or CPs and CPs are planned commercial, so the area is not totally an area that is agricultural or just residential.

His second exhibit, showing a lot of where their opposition is located, is the neighborhood to the direct east, Silver Lake Drive, and those locations are in excess of 2,000 to 3,400 feet away. The residential area on Radio Road, north of Poe, is 766 feet away and the residential locations to the west are 1,000 to 2,000 feet, except for the house immediately adjacent to them on Poe. The homes to the southeast, one is in excess of 500 feet and the others are 1,000 feet away. As to the concern raised by the residents, especially those living in Silver Oak, that some feel that we are going to have some of our traffic come off 473, come down Poe, and access our site, that is not the case. Access to their site will be off Radio Road, come to Poe take a left and come to the property.

Third exhibit showed the high concentration of residential that is in the vicinity of their property and this is probably one of the reason why the county designated this node as commercial. Within one mile of their site there is an estimated population of over 2,100 people, making this a pretty good market for commercial.

Mr. Beliveau read portions of three letters received in support of their application: 1) ARC Sunrise of Central Florida, adjacent to the east, the ARC of Central Florida does not object to this usage and does not feel that it will negatively impact the use of the land; 2) CG Land Investments, LLC, acknowledging their support for the annexation and rezoning and stating they are the owners of 74 acres of land adjacent, located to the south of the subject property, and anticipate they will also consider annexing into the City of Leesburg at some later date; and 3) the Lowrie Brown Investment Company, acknowledging support for this annexation and owner of the 40 acres located across Poe to the north of subject property, and also owns an additional 600 acres located north of CR 44 towards Haines Creek, which they are also considering annexing into the City of Leesburg at a later date. He stated that later date has arrived and they have already submitted their annexation application.

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Commissioner Christian asked about the zoning.

Mr. Beliveau stated the area across from Lake Nissan is land use commercial; not the 640 acres, just the 40 acres across from Lake Nissan. The rest will come in as a mixed use of commercial and residential. Tonight they are here to annex in the Lake Nissan piece and it is coming in as a low intensity commercial track, coming in initial phases to strictly store cars. It is going to have dark sky lighting, 75 foot buffers on the east and west, heavily landscaped, will have security fences, and is going to be a very low intense use. There will be no trailers delivering vehicles to this site, nor any semis coming to this site. The SPUD drafted by city staff for this property is very intense, very controlling, and basically makes sure that the area is not negatively impacted and Lake Nissan is agreeable to the SPUD for that purpose. Mr. Beliveau asked that the Commission look favorably upon these three request; the Annexation, the Small Scale Comp Plan amendment, and the SPUD.

Commissioner Dennison asked about the situation with city utilities out there and if there are any plans in the near future to build them out.

Public Works Director (PWD) DC Maudlin stated no.

Commissioner Dennison stated there are none and asked how they would be getting their utilities.

Greg Beliveau replied the developers would have to extend it and pay for it.

Commissioner Dennison asked staff why the Planning & Zoning Commission turned this down originally.

Planning and Zoning Manager (PZM) Dan Miller stated the Planning Commission turned this down due to staff recommendation which stated, staff feels this project is inconsistent with the city's comp plan and could potentially create a spot zoning, because it is only that one 7-acre parcel. The future land use as Mr. Beliveau stated is county commercial out there, regional commercial and the zoning is inconsistent with that, which is kind of strange, but the zoning out there is agricultural. That is what the current use is of those living around there, so staff made its recommendation and stands on it.

Commissioner Christian asked with the other 40 acres across the street or the 600 acres coming into the city, would staff have a different opinion.

PZM Miller stated he could not say until he has had a chance to review the application; it just came in today for the annexation. They will also need to provide a zoning application, site plan, and conceptual plan, so there is a lot of work yet to be done. There is a huge difference between 7 and 640 acres and this could create a potential large mixed use area, but he would not venture an opinion until he had time to do all the research on the applications and run it through the process.

Public Comments:

Elizabeth Kapoor, resident, stated there has been an awful lot said about local opposition and when back in December when they were before the Planning Commission they

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provided copies of the collected 150 signatures against this and she would like to enter those into this record. She thinks the proposed annexation raises some questions of legal nature and provided the Commission paperwork on information she gathered and requested to also have that entered into the record. She looked at five aspects; staff recommendations, the Florida Statutes 171.201 and 171.204, the interlocal service boundary agreement between Lake County and the City of Leesburg, and finally, Florida Statutes 171.206 (please see attached). As to staff recommendations, Mrs. Kapoor stated they cite the incompatibility of the surrounding usage and the city is contravening its own ordinances and its own comp plan. On Florida Statute Chapter 171.204, Prerequisites to annexations under part 2 states that annexations must be urban in character and that is defined under section 171.031(8). This property is located in a rural, low density residential area and is itself zoned agricultural; the area is not currently undergoing development for any urban purpose.

Mayor Hurley stated he appreciates the depth Mrs. Kapoor put into this, but the city's legal counsel is actually present and he is very astute on the state statutes and what the possibilities are.

Mrs. Kapoor stated the city's ISBA enables non-contiguous annexations, but requires sewer connections and central water service; that is another problem.

CM Minner stated that is incorrect, the ISBA does not require a water and sewer connection.

CA Morrison pointed out the ISBA included in Mrs. Kapoor's packet is what they call the South Lake ISBA and there is a subsequent agreement called the North Lake ISBA which would govern this particular annexation and it does not contain that condition. It superseded this one because they amended all of them when they went back to include the fire service preventions.

CM Minner stated when we went through the ISBA process, the primary concern of the county was emergency management service coverage and frankly, in this area Leesburg covers that territory right now.

Mrs. Kapoor stated to her it seems that there are some legal questions on several points and as you can tell she is against this.

Terry Eubanks, resident, questioned Mr. Beliveau and Mr. Lowrie Brown on statements made regarding this annexation. She stated the information they were given is not all correct. She asked if the Commission has seen the number of cars as of yesterday at the mall and stated Nissan has gone from well they didn't want us to park 70, we are going to park 40, well now we are only going to park 10 cars, so what is the big deal. She asked why would you move 10 cars to this property and still have over 100 cars at the mall, what is the point; why go through all this expense to bring water and sewer onto that piece of property just to park 10 cars. She is against this and believes there is something else going on here.

Sheldon Walker, resident, stated he is in opposition of the plan and the reason he came tonight is because this does affect his family. He drives 441 through Zellwood and the smell from the mushroom farm, literally back off the road, but it does affect those

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traveling that area. This will affect those living in the community and there are many great areas in Leesburg that he thinks we could find another place for Nissan. He does believe in capitalism and there is a place for everything, but he challenges the Commission with yes, today they are going to be parking cars, but there is a future, and you cannot just place cars on a grass lot and decide to do detail; that area will have to be paved at some point. Also, behind that area is a wetland and he has not heard much about that and if they are going to be moving in utilities you cannot drill a well so there is a lot of money that will be taking place with trying to get that area up to the standard. He asked to please be mindful, yes there needs to be growth, but as much time as you spent on the things tonight, please think about the community that you serve as well in the Poe Street area.

Don Lukich, member of the Planning and Zoning Commission, stated he has been in the car business for over 40 years before retired and the concept of what Lake Nissan wants to do here has been done many times. One of his former employers in Ft. Lauderdale had a lot right in the middle of a residential neighborhood, which did have car carriers bring cars in between 7:00 a.m. and 5:00 p.m., and they never had a problem. He is neither for nor against this, but wanted to point out to the Commission this is a common thing and with the buffers presented to Planning and Zoning, even if they paved it, he does not think it will affect the surrounding residents. The vote on the Planning Commission was 4-3 against, but he does not think it is such a bad thing.

Lowrie Brown stated he is owner of the property to the north and when he first heard about this was very much in favor of the annexation, but as for the proposed use, that is questionable. He is a firm believer in private property rights and believes that within reason people should have the right to do whatever they want with their property, however; those rights have to be tempered based on the effect on the environment, whether infrastructure is in place and that everything or as much can be done in order to reduce the negative impacts on the surrounding area. He had questions, got a copy of the SPUD and noticed the main issue is the traffic, and his understanding is this is only going to be 7 to 10 cars a day and if you relate that to the traffic on Radio Road, it is a very little percentage. The lighting in the SPUD calls for dark skies so basically all the lighting is not allowed to escape the property and the concerns about the runoff possibly going into that wetlands is specifically prohibited in the SPUD. As to the fence that protects the view of the neighbors, he would like to see an amendment to that because it only calls for it on three sides and not across the back; it needs to be across the back to protect the view of the people who live to the south. He is more in favor of the annexation than the rezoning, but can see that this is not going to be a major negative issue to the neighbors.

Frank Taylor stated he lives right next door to the property and is very passionate about it. After listening to the Commission comments earlier about how good your staff is, he says to follow their recommendation. Both planning and zoning staff and board voted this down; listen to what they say.

Mayor Hurley asked for comments from the Commission.

Commissioner Robuck stated his biggest concern is the cost, but we are already providing fire and police; they call us, we are going to respond but are getting paid a very small amount. So from the cost standpoint he thinks it makes sense to bring them in and capture that revenue if we are going to have to provide the service; which we are. He

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does think the future growth potential, seeing the annexation and other potential stuff there, is exciting and yes, it is a long time out but we need to plan for the future. In terms of the future use and the concerns, the SPUD is very clear that it can only be used for automobile storage and detailing, and single family residential; it cannot be use for anything else without coming back and completely amending the SPUD. As to why the county sent them here, because they are having to pay us for services they do not like doing in that area. Ten years ago people were not lining up to get into the city because it was more difficult, but it is tough to do business with the county now so they come here to us and he thinks that is a good thing. He also thinks that when you look at corporate citizenship, that matters, and the Bakichs who own it have been on our side before and when their dealership was not in the City of Leesburg, we approached them, asked them to come in and they voluntarily said yes, agreeing to pay more taxes, have more restricted zoning, and they pay our fire fee. He thinks something to consider is how someone has treated the city in the past and they have been good corporate citizens and he appreciates that. He is in favor of the annexation.

Commissioner Christian stated he lived on 473 for many years, so is very familiar with the area, but he looks at future growth for this area, and unfortunately we may want to keep it agricultural, keep it rural, but a few miles down the road are a couple major housing developments, some in Eustis, some in Grand Island. He thinks the growth is going to come and fortunately we have the opportunity to kind of manage it, to control it, and put restrictions on the property, so he is with the gentleman who said he believes in property rights. Sometimes we sit here and want to dictate to people what color building they paint, but he is also sensitive to the residents who live in this area and who are concerned about the what ifs. Mr. Beliveau talked about 600 plus acres coming in, talked about the utilities, who pays for those utilities, and he thinks as a city we talk about city providing services, we talked about the splash pad, we talked about other services we provide that many people in the county come and enjoy. For him personally, he would like to see the City of Leesburg become a place where our children cannot wait to come back, get jobs, live here, and have a prosperous life.

Commissioner Bone thinks this is a little bit of the cart before the horse. The City of Leesburg has an opportunity to put our stamp on what we think that area should be. He thinks our staff did a good job when you look at the requirements for annexing property for determining future land use or determining the zoning of property they have done a good job in analyzing that and with their disapproval of the recommendation have eight or nine different reasons listed that they find this request is inconsistent with the objectives of our land use plan and our zoning requirements and annexation issues. If a developer came in and had a nice plan for taking this area from agricultural to some sort of mixed use residential development, which maybe there is one coming, but we have not seen that yet, so all we have in front of us today is this one request to put a parking lot in the middle of what essentially is currently agricultural low density or low impact uses. He thinks for all the reasons the planning and zoning staff, which again he has confidence in, and their recommendations for those reasons stated, he would vote for denial on this request.

Mr. Beliveau stated in discussion with his client, they would like to request this be tabled until the 640 acres actually comes through on the docket, so the Commission could have all parcels together and see a unified plan.

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Commissioner Dennison said she did have the opportunity to go and meet with the neighbors and cannot see this becoming commercial right now; not with just seven acres. She has a concern about the water, if the detailing shop goes in, that the ground water may be contaminated. Should the other 600 plus acres go commercial then the residents are going to have to reconsider the fact that this is agricultural; yes, it is beautiful up there and quiet, the whole routine, but at this time she cannot approve it.

Commissioner Christian moved to table this item and Commissioner Robuck seconded the motion.

The roll call vote to table was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	No
Commissioner Dennison	No
Mayor Hurley	No

Two yeas, three nays, the Commission denied the request to table the ordinance.

The final roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	No
Commissioner Dennison	No
Commissioner Robuck	Yes
Mayor Hurley	Yes

Three yeas, two nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-12 AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP FOR APPROXIMATELY 7.17 ACRES (BAKICH NO. 2, LLC/LAKE NISSAN)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, FLORIDA CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 7.17 ACRES, BEING GENERALLY LOCATED ON THE SOUTH SIDE OF POE ROAD AND WEST OF RADIO ROAD, LYING IN SECTION 3, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY REGIONAL COMMERCIAL TO CITY OF LEESBURG GENERAL COMMERCIAL; AND PROVIDING AN EFFECTIVE DATE. (BAKICH NO. 2, LLC/LAKE NISSAN)

Commissioner Christian moved to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

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The roll call vote was:

Commissioner Bone	No
Commissioner Dennison	No
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

Three yeas, two nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-13 REZONING APPROXIMATELY 7.17 ACRES FROM LAKE COUNTY A TO CITY SPUD (BAKICH NO. 2, LLC/LAKE NISSAN)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA REZONING APPROXIMATELY 7.17 ACRES GENERALLY LOCATED ON THE SOUTH SIDE OF POE ROAD AND WEST OF RADIO ROAD, AS LEGALLY DESCRIBED IN SECTION 3, TOWNSHIP 19, RANGE 25 EAST, FROM LAKE COUNTY A (AGRICULTURE) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR BAKICH NO.2, LLC; AND PROVIDING AN EFFECTIVE DATE (BAKICH NO. 2, LLC/LAKE NISSAN).

Commissioner Robuck moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Commissioner Bone just wanted to point out we are taking a piece of property in the county, zoned agricultural into the city and make it commercial. We could use more agricultural type housing in the city, not just apartment buildings and zero lot line houses. This piece of property is two and a half miles from the city limits and this proposal is to make it commercial.

Planning and Zoning Manager (PZM) Dan Miller stated the actual zoning on this right now is agriculture and this will take it to a SPUD, a mixed use, which will allow the automotive and single family. The land use is commercial and the zoning is agriculture; it is inconsistent, and he does not know why the county did it that way.

Greg Beliveau, LPG, would like to move his prior testimony forward to now and stated Lake Nissan is willing to delete the detailing from the SPUD, if the Commission would feel more comfortable with that for environmental purposes.

The roll call vote was:

Commissioner Dennison	No
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	No
Mayor Hurley	Yes

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Three yeas, two nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-14 AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICER RETIREMENT FUND

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; AMENDING SECTION 1, DEFINITIONS; AMENDING SECTION 2, MEMBERSHIP; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 8, DISABILITY; AMENDING SECTION 10, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 15, MAXIMUM PENSION; AMENDING SECTION 17, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 26, PRIOR POLICE SERVICE; AMENDING SECTION 28, DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 31, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Commissioner Robuck stated he does not like the state telling us what we have to do with our pension plans.

The roll call vote was:

Commissioner Robuck	No
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Four yeas, one nay, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-15 VACATING A PORTION OF KAOLIN STREET RIGHT OF WAY

City Clerk Purvis read the ordinance by title only, as follows:

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AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, VACATING A PORTION OF KAOLIN STREET RIGHT OF WAY, AS SHOWN ON THE OFFICIAL RECORDED PLAT OF THE CITY OF LEESBURG, RECORDED IN PLAT BOOK 2, PAGE 19 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; GENERALLY LOCATED NORTH OF CLEVELAND STREET, EAST OF CANAL STREET AND SOUTH OF THE ABANDONED RAILROAD RIGHT OF WAY, LYING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Dennison moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

Commissioner Robuck stated he has ownership interest in the property, so he will need to abstain.

Commissioner Bone wanted to confirm on record that this right of way has no potential use as expansion for the rails to trails area.

PZM Miller stated that is correct.

Commissioner Bone stated so the trail right now runs to Canal and then picks up on the other side, the east side of Canal and we pick up with this piece.

Development Review Coordinator (DRC) Adrian Parker stated no sir. Kaolin Street, this portion, was never improved and it runs up to the southerly right of way line of the railroad and terminates there. The railroad stays intact for our trail line. This runs north and south on the eastern line of Veterans' Village.

Commissioner Bone stated he just mentions this because we were told earlier tonight that one of the things we should be doing is making sure whenever there is development around the trail that we have the owners participate in providing right of way.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Abstain
Mayor Hurley	Yes

Four yeas, no nays, one abstain, the Commission adopted the ordinance.

**ADOPTED ORDINANCE 16-16 ANNEXING APPROXIMATELY 19.77 ACRES
GENERALLY LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 27, NORTH
OF THE INTERSECTION OF COUNTY ROAD 33**

City Clerk Purvis read the ordinance by title only, as follows:

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AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 19.77 ACRES AND BEING GENERALLY LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 33, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, WHICH IS LOCATED WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA OF THE CITY OF LEESBURG AND LAKE COUNTY FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (ELDERFIRE LODGES, LLC).

Commissioner Dennison moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and audience.

PZM Miller requested to change out exhibit "A" of this annexation, the legal description, for a legal which is in meets and bounds for this ordinance. Staff found in Chapter 171.0443(a) that annexations are required to have a meets and bounds survey.

Mayor Hurley stated he sees the poster and asked if anyone from Elderfire Lodges is present and would like to offer a quick presentation.

PZM Miller stated this is a 19.77 +/- acre property, and with this annexation is the next four cases of how they would like to split this property and have a comp plan and zoning on the western portion which is what will be developed, and a zoning and comp plan on the eastern portion, the wetlands, which will not be developed. Staff is recommending approval on all these items.

Tom Hoffmiester, with Elderfire Lodges, stated how these projects started was about seven years ago as he was visiting his father in different care homes, he found himself walking down the main hallways which always seem to have many people sitting in wheel chairs. Leaving one night a gentleman, in one of the wheel chairs, caught his eye so he stopped to talk with him. He was amazed at this 90-year old gentleman's level of conversation, level of competence, and level of participation. He had a huge challenge on the ride home that night thinking that this is the way our elders are living out their lives in these places; is this acceptable, are we going to continue those patterns or are we going to start to make a difference. Their first project came in Tavares, Osprey Lodge, where they created a very unique model and have since created one similar to it in Clermont, Cranes View Lodge, and their third project in Stewart, which became Stewart Lodge. They studied the architecture of homes, they made a commitment to first enter

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the community by going through the historical society, going through the community and taking pictures of different places so they would actually be a representation of the community as a care home and not as a representation of a branded model of a corporation that simply housed people. They received a unique letter about three years ago from some people here in Leesburg who asked if we would consider coming here and doing a lodge. They recently tied up a piece of land out on US Highway 27, on the south side of Leesburg, and are excited about this site because it has a demographic in which people can get in and out very easily and it backs up to a very naturistic backyard which really serves them well because this lodge acts just like your home. He stated that his discovery of participating with this gentleman challenged that everyone whether they are 70, 80, or 90 years old is here for a reason. Red Maple Lodge, on the edge of Leesburg, will have approximate total capacity of 150 people, 100 people in assisted living, and about 50 people under Alzheimer's care. If you look at the people in assisting living, if you start with a 100, about 80 of those are as sharp as you and I, absolutely, that is our 85 years old and if you multiply your 85 years old by 80, you will realize just in our one care facility, that we have approximately 6,800 years of knowledge within our walls. Mr. Hoffmeister stated they are very excited to join the city of Leesburg and that the city will join them in working with our elders to change this community for the better, through the wisdom of our elders.

Commissioner Dennison said what Osprey Lodge has done, with the amount of publicity, the groups that meet there, and the residents being tutors to some kids, Elderfire has taken into account everything at this day and age that should be in an elder care and Alzheimer's care facility. The fact that you are going to keep Helena Run to use and utilize that property for your residents and have co-sponsored events with them is excellent. She really thinks this is a big plus for Leesburg.

Mayor Hurley agrees with Commissioner Dennison and said the partnership where other people can still utilize the natural settings there; this is the kind of stuff we are continuing to work towards.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-17 AMENDING THE COMPREHENSIVE PLAN FOR FUTURE LAND USE MAP FOR APPROXIMATELY 9.65 ACRES (ELDERFIRE LODGES, LLC)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 9.65 ACRES, BEING GENERALLY LOCATED

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ON THE EAST SIDE OF U.S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 33, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG GENERAL COMMERCIAL; AND PROVIDING AN EFFECTIVE DATE. (ELDERFIRE LODGES, LLC)

Commissioner Dennison moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the ordinance.

ADOPTED ORDINANCE 16-18 REZONING APPROXIMATELY 9.65 ACRES FROM LAKE COUNTY C-1 AND R-6 TO SPUD (ELDERFIRE LODGES LLC)

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 9.65 ACRES FROM LAKE COUNTY C-1 (NEIGHBORHOOD COMMERCIAL) AND R-6 (URBAN RESIDENTIAL) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A PROPERTY LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 27, NORTH OF COUNTY ROAD 33, AS LEGALLY DESCRIBED IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (ELDERFIRE LODGES, LLC)

Commissioner Dennison moved to adopt the ordinance and Commissioner Christian seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

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Five yeas, no nays, the Commission adopted the ordinance.

**ADOPTED ORDINANCE 16-19 AMENDING THE COMPREHENSIVE PLAN
FUTURE LAND USE MAP FOR APPROXIMATELY 10.93 ACRES
(ELDERFIRE LODGES, LLC)**

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 10.93 ACRES, BEING GENERALLY LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 27 AND NORTH OF COUNTY ROAD 33, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY URBAN LOW DENSITY TO CITY OF LEESBURG CONSERVATION; AND PROVIDING AN EFFECTIVE DATE. (ELDERFIRE LODGES, LLC)

Commissioner Dennison moved to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Hurley requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the ordinance.

**ADOPTED ORDINANCE 16-20 REZONING APPROXIMATELY 10.93 ACRES
LAKE COUNTY R-6 TO CITY P (ELDERFIRE LODGES, LLC)**

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 10.93 ACRES GENERALLY LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 27, NORTH OF COUNTY ROAD 33, LYING IN SECTION 11, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) TO CITY P (PUBLIC); AND PROVIDING AN EFFECTIVE DATE. (ELDERFIRE LODGES, LLC)

Commissioner Dennison moved to adopt the ordinance and Commissioner Robuck seconded the motion.

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Mayor Hurley requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission adopted the ordinance.

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES PERTAINING TO SPECIAL EVENTS

Commissioner Dennison introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; PERTAINING TO SPECIAL EVENTS; PROVIDING LEGISLATIVE FINDINGS; AMENDING CHAPTER 26, SPECIAL EVENTS, REVISING THE DEFINITION OF EXTENSION OF PREMISES, AMENDING SECTION 26-23-1, COST RECOVERY FOR THE EVENT ORGANIZER, AND ADDING SECTION 26-22(F), A PROVISION FOR REVOCATION OF AN EXTENSION OF PREMISES PERMIT, PROVIDING FOR CONFLICT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Hurley requested comments from the Commission and the audience.

Mayor Hurley asked if this is for someone to have to get a permit in order to sell.

CA Morrison stated this does not alter the requirement formerly in place to get the permit, it just tweaks it around the edges and now the fee would be paid to the City of Leesburg.

Mayor Hurley asked what if they do not get the permit, what is the meat, because in times past he thinks that has been part of the problem. If they do not get a permit and are selling, what is the penalty?

CM Morrison stated it is a 90-minute remedy. In his opinion this ordinance does two things: 1) it turns around that the fee is paid to the city instead of the partnership; and 2) if they petitioner does not get a permit, it gives the city the ability to shut the operation down after 90 minutes, which he thinks then supersedes some of the other requirements in the code that gives them 48 hours. He thinks this gives them a little bit of a hammer and frees the money to the city.

Commissioner Bone asked if the city has a citation procedure for certain code violations; a civil citation with a fine.

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CA Morrison stated yes, there is a citation procedure, but the problem with that is for Bikefest, in particular or other special events, by the time you get the person in front of the Special Magistrate the event is over and they reap the benefit of it. The problem with that is a number of years ago the State decided they were not paid for the enforcement of municipal ordinances, so any time the police issue a civil citation, whether for drunk and disorderly, public intoxication, open container, whatever we routinely get calls from the County Judges asking who is going to prosecute the case. The city would have to pay our office to be the prosecutor and that quickly becomes untenable because the fines are not enough to cover the cost of prosecuting.

Commissioner Bone stated somethings you get the person who sells carpet at the side of the road or whatever, they do it repeatedly, and code enforcement comes out and says shut it down. They shut it down but then they come back out the next week and they are always being shut down and that citation procedure is something that you are violating, so here is the \$150 citation or whatever. He brings this up because there does not seem to be anything in place for that in Leesburg.

CA Morrison stated there is in the code enforcement section a citation to appear before the special magistrate, and there is a separate state provision that if there is a violation, likely a onetime thing or if it re-occurs you can bring those people in immediately. So there is a way to do that for people that keep coming back, but for an annual event somebody comes in violates the ordinance for 48 hours, makes a ton of money, and goes away. They may not even be local, they do not respond, and there is no property here to collect from them. The county court procedures just are not there anymore.

Mayor Hurley stated this will hold over to our next meeting.

TABLED RESOLUTION TO EXECUTE AN AGREEMENT WITH SABAL TRAIL TRANSMISSION, LLC

Commissioner Dennison introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AN AGREEMENT WITH SABAL TRAIL
TRANSMISSION, LLC TO INSTALL A CONNECTION POINT TO
SERVE THE CITY OF LEESBURG WITH NATURAL GAS; AND
PROVIDING AN EFFECTIVE DATE.

CM Minner stated staff is requesting this item be tabled and asked Gas Director Jack Rogers to provide an update.

Gas Director (GD) Jack Rogers stated the City of Leesburg is presented with a really great opportunity here as the Sabal Trail Gas Transmission system is beginning construction on a 500-mile natural gas line coming down from Alabama and ending just south of Kissimmee, tying in to the Gulf Stream gas line and also the Florida Gas Transmission. The main purpose of this line is going to be feeding Florida Power and Light and Duke Energy. This a great opportunity for the city because Leesburg has two restraints right now on future growth in our system, and as you know most growth in

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Leesburg is going to take place to the south. The first restraint is the gas line currently coming into Leesburg is owned by Florida Gas Transmission and we have been getting our gas off that system since about 1958. It is a four inch line and we just about have that line maxed out so, in order to mitigate that we would have to go back to Florida Gas Transmission and ask them to rebuild a portion of that line coming into Leesburg at the tune of millions of dollars, and at we are not at that point where we are willing to do that. The other restraint to our system is the city owned four inch gas main, built in the early 1990's, to serve the Highland Lakes subdivision and later on Royal Highlands came along and requested gas so the city extended a six inch gas main to Royal Highlands; tying into that four inch gas main. Then Coleman Federal Prison came requesting natural gas, so the city extended a six inch gas main out 470 to feed Coleman and also tied that into the four inch main. That line is effectively now called the bottle neck; serving two six inch gas main lines off a four inch gas main. The good news is Sabal Trail has come along with a gas line that is going to cross our six inch high pressure main going to the Coleman Federal prison. It will cross just west of the Turnpike and just into the Sumter County area, so it presents us with a perfect opportunity to make a tap there on that line which will provide plenty of capacity for our future growth at the industrial park and also for growth on the south end of Leesburg. We will have a redundant feed from the west and that is a very important thing should Florida Gas transmission have a problem on their line then we have a second feed from the west.

GD Rogers stated the tap for Sabal Trail transmission line at this point is \$235,000 and we estimated the cost for Leesburg to build a station to tie into that tap would be around \$300,000 plus miscellaneous costs of approximately \$50,000 and then the land purchase. Staff has made contact with the land owner in that area and hope to have a face to face meeting sometime next week to better know what we are looking at as far as cost of land, so at this point we are looking about \$585,000 plus land cost. If we cannot secure the land by the April 11th meeting we may have to wait until a later date to actually do the tap and the unfortunate part of that is the cost of that tap goes up the further down the road we get. May be looking at an additional \$250,000 to \$300,000 if have to wait towards the end of the project. At this point, we do not want to risk cutting a \$235,000 check for the tap and then not be able to make the deal with the land owner and lose a good portion of that money because as soon as we sign the deal, Sabal Trail is going to purchase material, begin redesign, change permits, and have a lot of engineering costs. Whether we end up with option 1 or 2, the total cost of the project will come in well under the two million dollars originally budgeted to do this project.

Commissioner Dennison asked that the Commission be kept up to date on the progress of this project.

Commissioner Christian asked how much land staff is talking about purchasing.

GD Rogers stated the foot print of our gate station is only about 50 x 50, so we do not need a very big piece of land. He is waiting to hear back from Sumter County on some projects and was under the impression that 470 was going to be widened to the north, but the land owner is now telling us that there is a possibility that project may be widened to the south. So that 50 x 50 is probably going to end up being a little larger because we need to get off the right of way and get back on to the property so we will not have to move the station.

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Commissioner Christian moved to table the resolution and Commissioner Robuck seconded the motion.

Mayor Hurley requested comments from the Commission and the audience.

The roll call vote was:

Commissioner Dennison	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission tabled the resolution.

SELECTED FINAL SITE LOCATION FOR COMMUNITY OUTREACH (NEIBHGORHOOD RESOURCE) CENTER

CM Minner stated this has been discussed this on a number of occasions, the CRA board has talked about it, the community has talked about it, and staff is recommending this evening that the Commission pick the Kristen Court site for the location of the community outreach center.

Commissioner Christian moved to adopt staff's recommendation on site location and Commissioner Dennison seconded the motion.

Commissioner Robuck is all in favor of the motion, but asked if the CRA board needs to vote on the location or is it the Commission.

CA Morrison replied since the property is owned by the City, the Commission would need to approve that and then at some point the CRA board should select the site themselves since it is their facility; they are paying for it with CRA funds.

Commissioner Bone stated he went out through the Carver Heights neighborhood and talked with some residents and one concern was the traffic getting out to the resource center on 468. He said one gentleman on Nebraska asked what did Ms. Berry say and when told Ms. Berry would like to see it there on 468, he said then that is where it needs to go. Commissioner Bone is okay with the location and would like to see the rails to trails more connected for people to use those to get out there. He visualizes a way that people can go from this resource center on the bike trail and go all the way down into downtown and over to Venetian Gardens.

Mayor Hurley stated he has two concerns, 1) this is a community outreach center and it is literally going to be on the very farthest west side city limit as we can get and 2) we have so much money invested in that property, he thinks it could potentially be a really nice piece of property and at some point could it be lucrative for us to keep it available for something else.

Commissioner Christian stated this site is on a major road with transportation system and there are sidewalks, so thinks the connectivity is there and since the CRA is paying for it, it needs to be somewhere in the CRA. He stated this is not just Carver Heights, he wants

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to make sure this is the West Leesburg CRA, which also includes Woodland Park, and the Montclair area. It may seem like it is located on the far end, but if you now include these other areas they already resource the gymnasium and Berry Park, so from the community they feel like the three different neighborhoods are now all being included in this process as opposed to everything being Carver Heights. He stated the CRA has actually paid a year of the loan on this property so this is kind of the perfect location and there is room to expand for future development. This property has been vacant for a very long time with no idea so he sees this as a great opportunity for our city to actually do a nice facility for our city.

Commissioner Dennison stated that property has been a thorn in our back and the fact that it is going to be used for the outreach center, she thinks is an excellent use of that property.

Laverne Montez, Vice President of the West Leesburg CDC, agrees with Commissioner Christian and just wanted to say they are hoping the Commission will approve this for the 468 community for the exact reason Commissioner Christian mentioned.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Dennison	Yes
Mayor Hurley	Yes

Five yeas, no nays, the Commission approved the CR 468, Kristen Court, site for the Neighborhood Resource Center.

APPROVAL OF LOCATION OF NEW RESTROOM ON SKI BEACH

CM Minner stated through the Venetian Garden Master Plan process one thing identified was a need for restrooms on Ski Beach. His office received a handful of telephone calls when they were out locating for a facility and he wanted to come back to the Commission before the cement was put in. On a staff level, we urge the Commission to go ahead and move forward with this project and think this is the right location. A number of things were taken into account and this spot is conducive for utilities, conducive for future development and for the best part, is not in anybody's sight to look out over the basin from the residential area.

Commissioner Christian asked with the possibility of a restaurant or hotel out there if this is still a good location for bathrooms.

CM Minner replied yes, and even if we add boat ramps and so those type things, staff's position is that this is still the best location for the restrooms.

Commissioner Bone agrees that general area is a good area.

Commissioner Robuck stated when we did the visioning session, the restrooms were all the way out on the point, and asked why not there.

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PWD Maudlin stated one of the things they looked at was the need of a bathroom that will not only serve the point, but also serve the islands.

CM Minner stated he does not think we need a motion on this and if the general Commission consensus is okay with this then staff will get started on the project.

Tammy Hineman, resident, stated her only concern is safety. She wonders if they will be policed or shut down at sunset or what is the protocol going to be regarding these restrooms in a quiet neighborhood setting where you do not want night time activities at the very least going on there.

PWD Maudlin stated the design on this bathroom is completely different than the ones on the north side of the park where it really does not have doors and they stay open. These are going to have time locks so it will close when we want it to close. We will be able to keep them open late for events like the Fourth of July and others, but they will be closed early.

Commissioner Robuck asked if we want to do something down the road with paving and having a real road in there, in the future at some point, is this current location okay or is it too close to the dirt road.

PWD Maudlin thinks it is okay as it is about 20 to 25 feet off the road and even farther on the other side.

Susan Morrison, resident, stated in the past there have been two bathrooms down there and both burned down to the ground; they were not watched. There are also a lot of night time people down there, not being watched either. With the possibility of restaurants and other things down there, she asked if there is not a better placement for the bathrooms. She stated she is against this.

CM Minner thinks we need a restroom and possible more than one. This fiscal year has one budgeted and this is our recommendation. Again, because of the public input his office received, which was negative, and because of the sensitivity, frankly of Palmyra Park, he wanted to bring this before the Commission. The site was posted to let folks out there know and in the spirit of full disclosure and making sure that everyone got opportunity before we started pouring concrete, so now if he gets calls tomorrow, he is going to say it was duly noted and we had this public discussion again. If the general consensus of the Commission is okay, staff is ready to go.

Mayor Hurley thinks it should be further down toward the end, but is okay with the Commission's decision.

Commissioner Robuck stated he would put it right outside of where the old boat ramp was unless there were utility issues as mentioned.

PWD Maudlin stated the wastewater line basically runs along Lake Shore Drive and there are some obstruction issues out on the point that we were trying to avoid.

Mayor Hurley stated going to the point does kind of defeat its dual serve purpose, but thinks going closer towards the point would still let you utilize some of the island traffic and the boaters down at the very end.

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CM Minner stated again staff recommends this location based on the view issues, the utility issues, and the access issue. This is an area that is kind of neutral.

Mayor Hurley asked what is needed from the commission this evening and CM Minner replied just a consensus.

Approval given by Commission consensus.

INFORMATIONAL REPORTS: None

CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS: None

PUBLIC COMMENTS: None

ROLL CALL:

Commissioner Dennison introduced Umatilla Councilman Peter E. Tarby and thanked him for attending our meeting. **Councilmen Tarby** stated it has been a lot of fun and joy listening to everyone this evening.

Commissioner Bone had nothing this evening.

Commissioner Christian stated he is excited that today we had three houses torn down in Carver Heights on Nebraska Street and Code Enforcement told him they are going next to Georgia Street. He is so excited about the neighborhood being revitalized and also about the Neighborhood Center moving forward. He asked about the time line for the construction and architect to come before the Commission. **Procurement Manager (PM) Mike Thornton** stated staff is finalizing the Construction Manager at Risk and will move into the architect selection. **CM Minner** stated they will shoot for second meeting in April, but are still well within the time line they set out.

Commissioner Robuck had nothing this evening.

Mayor Hurley showed a picture of the business on West Main Street and the corner of Lone Oak Drive with all kinds of old items, bicycles, etc., outside the business. He stated this is what we, as a Commission, are allowing in our City on Main Street and he is at a point where he can get a couple 100 people to squeeze in here to push us. This is just crazy and he has talked with Al, Mike and everybody and they are like we want to, we understand, we are trying, but there are loopholes and on this particular property he has been working hard and staff has done it, but they have advised of some loopholes. They give him five days, he moves a lawn mower blade to the left and then gets five more days, but what staff really needs is some strong change to ordinances that puts some meat to this because if this was on the east side of 27, we would not be having this conversation; that would never have happened. For a church, for all the people who attend that church in this community, and pay taxes to have to come every day and look at this junk, he thinks is pathetic. **Commissioner Bone** asked if this would be an open storage violation. **CA Morrison** said yes, and he has met with a number of code enforcement officers and discussed the outdoor storage and did come up with some draft

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changes to the ordinance to deal with things like this. It is under review and he does not know where that process is at the staff level. **Commissioner Bone** stated he knows of a property where lawn mowers are piled up and has now noticed that he pushes them back into the bushes. Generally, even in residential, people store things out in their carports which are open and not enclosed. **Mayor Hurley** stated this is not just someone storing his bicycle, lawn mower, or bicycle wheel; this is all inventory that he is selling. He is operating a business and right now we do not have a way to limit this because he has found the loop holes. **Commissioner Robuck** stated obviously this is not good, but on the flip side is how do you allow me to take my stuff, set it out in the morning like a little display out front, it all looks nice with a sign and then take and put it in at night. That is the challenge, making sure that you are not stopping people from doing legitimate business purposes verse storing junk. **Mayor Hurley** agrees and there are ordinances in place with those things for a Rural King or a Home Depot, but this is not just from our standpoint as a neighbor; this is a community thing. He is asking what staff needs and if the Commission will support. **Commissioner Dennison** asked if this person has a business license and **Mayor Hurley** replied yes. **Commissioner Robuck** asked if we will be addressing this tomorrow night. **CM Minner** stated the workshop is scheduled for tomorrow and we will be talking about paint ordinances, this issue, and bringing up some of the things in these ordinances that we need to change. As well on this site, this site has been to the Special Magistrate and they do have a building permit to fix electrical issues noted through our code enforcement process. They do have some issues to clean up the property which he thinks they were given six months and there is about thirty days left on that. Hopefully Commission will be in support of these ordinances that are going to get more aggressive with the aesthetics in the community. **Commissioner Christian** stated to start nit picking and aggravating people who cannot afford to paint their houses, he is not in favor of that. **CM Minner** stated he understands and as a directional point, thinks the real focus is on the commercial corridors more than residential. **Mayor Hurley** stated looking at his church, the Salvation Army is right beside and everybody has been improving that area and then you just this have one, where Paul Buchanan just will not force him to do anything. He would appreciate it if the Commission would consider what they are going through.

ADJOURN:

The meeting adjourned at 8:25 p.m.

Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder

CONCERNS ABOUT LEGALITY OF POE RD. ANNEXATION.

The Leesburg Planning and Zoning Division Recommendation

- A. Requires utility connections when a property is annexed. They do not exist.
- B. Spot Zoning
- C. Recommendation also cites 5 inconsistencies with the objectives of the City's Growth Management Plan.
 - a. Inconsistent with character of the community shall not be approved
 - b. Compatibility with surrounding established neighborhood.
 - c. Compatibility with the adjacent land uses in Lake County
 - d. Consideration of existing and proposed land uses in adjacent jurisdictions
 - e. Policy of annexation to provide for most efficient use of public facilities and services.

The character of the community is rural and rural/residential. Applicant is requesting commercial zoning which is not compatible with these uses. Applicant's argument is that the County's FLU is general commercial. While that may be true, the fact is that (1) what happens in the future (population growth, development, etc), is speculative; and (2) commercial zoning is out of character with current conditions. Annexation and commercial zoning are not warranted at this time.

In sum, the annexation/rezoning contravenes the City's own ordinances and requirements regarding spot zoning and utility connections, and is inconsistent with five specific objectives of the City's Growth Management Plan.



**CITY OF LEESBURG PLANNING & ZONING DIVISION
RECOMMENDATIONS**

DATE: December 17, 2015
OWNER: Bakich No 2 LLC
PETITIONER: Milan Bakich, Bakich No 2 LLC
PROJECT: Bakich No @ LLC (Parking Facility)
REQUEST: Small Scale Comprehensive Plan amendment
CASE NO.: RZ-15-103

Summary

The applicant is requesting annexation into the City of Leesburg, which includes a small scale comprehensive plan map amendment and rezoning to City of Leesburg Code of Ordinance requirements. The proposed use of an automobile storage and detailing lot has been reviewed by staff and found to be inconsistent with the City of Leesburg Comprehensive Plan adopted under Ordinance 12-71 on December 10, 2015 as noted below. While the proposed future land use designation and zoning district are appropriate for the proposed use, staff does not consider the specific location requested for this amendment to be appropriate.

THE PLANNING & ZONING DIVISION RECOMMENDS:

DISAPPROVAL of the request

for the following reason(s):

1. While the proposed Future Land Use designation of City General Commercial is compatible with the existing Future Land Use designation of Lake County Regional Commercial, the proposed designation is inconsistent with adjacent properties which are currently in Lake County's jurisdiction having low density and agricultural uses.
2. The proposed Future Land Use Designation of City General Commercial is incompatible with the current surrounding zoning districts in Lake County of A (Agriculture) to the north and west, and will create a detriment to the surrounding low density and agricultural uses.
3. The City of Leesburg requires utility connections when property is annexed into the city limits. Leesburg utility services such as water and wastewater connections do not exist at this location. *
4. The distance between the subject property and the current city limits is approximately 2.5 miles, which would create an island of commercial land use and zoning within Lake County. *

jurisdiction.

5. The proposed future land use designation for the site is inconsistent with the City's Growth Management Plan, **Future Land Use Element, Goal I, Objective 1.6.1 - Inconsistencies**, which states *"Proposed land use amendments which are inconsistent with the character of the community or inconsistent with adjacent future land uses shall not be approved by the City."*
6. The proposed future land use designation for the site is inconsistent with the City's Growth Management Plan, Future Land Use Element **Objective 1.6.5 Compatibility - Compatibility** *with surrounding established neighborhoods shall be considered during the Comprehensive Plan amendment process. This compatibility will include consideration of surrounding housing types, neighborhood stability, transitional uses and scheduled infrastructure improvements, including those planned improvements stated in the city's 10-Year Water Supply Facilities Work Plan.*
7. The proposed future land use designation for the site is inconsistent with the City's Growth Management Plan, Future Land Use Element **Objective 1.8 Adjacent Jurisdictions**. *The City shall promote compatibility of adjacent land uses with Lake County and the neighboring cities.*
8. The proposed future land use designation for the site is inconsistent with the City's Growth Management Plan, Future Land Use Element **Policy 1.8.1** *When reviewing land use amendments, the City shall consider the existing and proposed land uses in jurisdictions that are adjacent to the proposed amendments.*
9. The proposed future land use designation for the site is inconsistent with the City's Growth Management Plan, Future Land Use Element **Policy 1.8.3 Annexations** *The City shall pursue a policy of annexation which will provide for the most efficient use of public facilities and services, eliminate areas of jurisdictional problems, and provide for sound growth and development of the City and surrounding area.*

Action Requested:

Vote to disapprove the Small Scale Comprehensive Plan designation from Lake County Regional Office to City General Commercial forward the recommendation to the City Commission for consideration.

FLORIDA STATUTES

Title XII – Municipalities

Chapter 171 - Local Government Boundaries

Part II – Interlocal Service Boundary Agreements

SECTION 171.201 STATES THE LEGISLATIVE INTENT OF THIS CHAPTER.

Please note that this section states a “principal goal” to provide efficient and effective delivery of services while balancing the needs and the desires of the community. Legislative intent is also to promote sensible boundaries that reduce costs of local government, and to assure a sufficient tax base to offset the costs of providing services to the subject property.

Annexation of the Bakich property, an isolated parcel that is currently not served by water/sewer utilities, would not promote efficient delivery of services. Furthermore it is not consonant with the needs or desires of the community as evidenced by the outpouring of nearly unanimous local opposition to this proposed annexation/rezone. The surrounding residents do not want or need this.

It is highly questionable whether the annexation of the Bakich property would pay for itself, in the sense of providing a tax base sufficient to offset the costs of servicing the property.

Consequently annexation at this time is contrary to the legislative intent of the enabling Florida statutes.

171.201 Legislative intent.—The Legislature intends to provide an alternative to part I of this chapter for local governments regarding the annexation of territory into a municipality and the subtraction of territory from the unincorporated area of the county. The principal goal of this part is to encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community. This part is intended to establish a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation. This part is intended to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments. It is the intent of this part to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability. This part is intended to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services.

History.—s. 1, ch. 2006-218.

Annotations

1 to 1 of 1 results Authority Check

Case Decision Date Entire Database

1. Pinellas County v. City of Largo, 964 So.2d 847 (Fla. App., 2007) September 19, 2007 4
4. In enacting part II, the legislature established a more flexible process for adjusting municipal boundaries and to address the effects of annexation, to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments, and to reduce intergovernmental conflicts and litigation. See §...

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171.204 Prerequisites to annexations under this part.

This section permits annexations as governed by the Leesburg's ISBA with Lake County, but states that they "must be urban in character".

"Urban in Character" is defined in 171.031(8) as "an area used intensively for residential, urban, recreational or conservation parklands, commercial, industrial, institutional or government purposes or an area undergoing development for any of these purposes."

The subject property is located in a rural/low-density residential area and is itself zoned rural. The area is not currently undergoing development for any urban purpose. The definition of "Urban in character " therefore does not apply to the subject property, or to the surrounding neighborhood. Therefore the proposed annexation is contrary to the provisions of F.S. 171.204.

171.204 Prerequisites to annexation under this part.—The interlocal service boundary agreement may describe the character of land that may be annexed under this part and may provide that the restrictions on the character of land that may be annexed pursuant to part I are not restrictions on land that may be annexed pursuant to this part. As determined in the interlocal service boundary agreement, any character of land may be annexed, including, but not limited to, an annexation of land not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation where the annexed area is not reasonably compact; however, such area must be "urban in character" as defined in s. 171.031(8). The interlocal service boundary agreement may not allow for annexation of land within a municipality that is not a party to the agreement or of land that is within another county. Before annexation of land that is not contiguous to the boundaries of the annexing municipality, an annexation that creates an enclave, or an annexation of land that is not currently served by water or sewer utilities, one of the following options must be followed:

(1) The municipality shall transmit a comprehensive plan amendment that proposes specific amendments relating to the property anticipated for annexation to the Department of Economic Opportunity for review under chapter 163. After considering the department's review, the municipality may approve the annexation and comprehensive plan amendment concurrently. The local government must adopt the annexation and the comprehensive plan amendment as separate and distinct actions but may take such actions at a single public hearing; or

(2) A municipality and county shall enter into a joint planning agreement under s. 163.3171, which is adopted into the municipal comprehensive plan. The joint planning agreement must identify the geographic areas anticipated for annexation, the future land uses that the municipality would seek to establish, necessary public facilities and services, including transportation and school facilities and how they will be provided, and natural resources, including surface water and groundwater resources, and how they will be protected. An amendment to the future land use map of a comprehensive plan which is consistent with the joint planning agreement must be considered a small scale amendment.

History.—s. 1, ch. 2006-218; s. 61, ch. 2011-142.

171.031 Definitions.—As used in this chapter, the following words and terms have the following meanings unless some other meaning is plainly indicated:

- (1) "Annexation" means the adding of real property to the boundaries of an incorporated municipality, such addition making such real property in every way a part of the municipality.
- (2) "Contraction" means the reversion of real property within municipal boundaries to an unincorporated status.
- (3) "Municipality" means a municipality created pursuant to general or special law authorized or recognized pursuant to s. 2 or s. 6, Art. VIII of the State Constitution.
- (4) "Newspaper of general circulation" means a newspaper printed in the language most commonly spoken in the area within which it circulates, which is readily available for purchase by all inhabitants in its area of circulation, but does not include a newspaper intended primarily for members of a particular professional or occupational group, a newspaper whose primary function is to carry legal notices, or a newspaper that is given away primarily to distribute advertising.
- (5) "Parties affected" means any persons or firms owning property in, or residing in, either a municipality proposing annexation or contraction or owning property that is proposed for annexation to a municipality or any governmental unit with jurisdiction over such area.
- (6) "Qualified voter" means any person registered to vote in accordance with law.
- (7) "Sufficiency of petition" means the verification of the signatures and addresses of all signers of a petition with the voting list maintained by the county supervisor of elections and certification that the number of valid signatures represents the required percentage of the total number of qualified voters in the area affected by a proposed annexation.
- (8) "Urban in character" means an area used intensively for residential, urban, recreational or conservation parklands, commercial, industrial, institutional, or governmental purposes or an area undergoing development for any of these purposes.
- (9) "Urban services" means any services offered by a municipality, either directly or by contract, to any of its present residents.
- (10) "Urban purposes" means that land is used intensively for residential, commercial, industrial, institutional, and governmental purposes, including any parcels of land retained in their natural state or kept free of development as dedicated greenbelt areas.
- (11) "Contiguous" means that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality. The separation of the territory sought to be annexed from the annexing municipality by a publicly owned county park; a right-of-way for a highway, road, railroad, canal, or utility; or a body of water, watercourse, or other minor geographical division of a similar nature, running parallel with and between the territory sought to

INTERLOCAL SERVICE BOUNDARY AGREEMENT WITH LAKE COUNTY

Paragraph 3 (pp. 3-4)

Leesburg's ISBA with Lake County permits non-contiguous annexations; however, this is subject to the following conditions:

1. Subject property is presently served by Leesburg or other public central water and/or sewer utility;

or

2. Where subject property owner/developer has entered into a concurrent Water and Sewer Utility agreement at the time of annexation to extend utility infrastructure to the subject property, and provided further Leesburg shall not approve any development, or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

The subject property is not serviced by any central water and wastewater infrastructure and the applicant has not indicated that he will assume the burden of installing such infrastructure. Therefore, the proposed annexation is illegal under the terms of the ISBA.

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INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN

The City of Leesburg and Lake County, Florida

October 22, 2014

1 WHEREAS, the Parties find that the benefits of intergovernmental communications and
2 coordination will accrue to both Parties; and

3 WHEREAS, the elected officials of the Parties have met and negotiated in good faith to resolve
4 issues relating to annexation, joint planning and provision of infrastructure and wish to reduce their
5 agreement to writing as set forth in this Agreement; and

6 WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the
7 Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011 *Florida Statutes*
8 (2012); and

9 WHEREAS, the cities of Groveland, Clermont, Mascotte, Minneola and Howey-in-the Hills
10 have consented to this Agreement as nothing in it affects them in any way; and

11 WHEREAS, the cities of Fruitland Park and Tavares have consented to this Agreement setting
12 forth the exclusive annexation area for LEESBURG; and

13 NOW THEREFORE, in consideration of the mutual covenants set forth in the Agreement, the
14 receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

15 1. RECITALS. The above recitals are true and correct and, by this reference, are hereby
16 incorporated into and made an integral part of this Agreement.

17 2. INTERLOCAL SERVICE AGREEMENT BOUNDARY. The map attached hereto as Exhibit
18 A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such
19 map the boundary areas for LEESBURG as well as unincorporated areas.

20 3. ANNEXATIONS. The following agreement shall govern any annexations that occur within the
21 Leesburg ISBA boundary as displayed on Exhibit A, attached hereto and incorporated herein by
22 reference:
23

- 24 a. Only Leesburg shall have the legal right to annex properties within the Leesburg ISBA
25 boundary and no other cities shall annex any of such areas.
26
27 b. LEESBURG shall not annex any areas outside the LEESBURG ISBA without the approval of
28 the COUNTY.
29
30 c. The following shall govern any annexations of Leesburg in the Leesburg ISBA area.

31 i. ~~Part I, Chapter 171, Florida Statutes.~~ LEESBURG shall be entitled to annex any
32 property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.
33

34 ii. ~~Enclaves.~~ Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the
35 annexation of any enclave or the creation of any enclave which is the result of an
36 annexation, so long as LEESBURG agrees to provide services to such enclave, and
37 LEESBURG holds a public hearing prior to such annexation where the owners of all
38 properties within the enclave are given written, first class mail notice, and an
39 opportunity to comment publicly at such meeting.
40
41 iii. Annexation of Properties Which Do Not Meet Part I, Chapter 171, Florida
42 Statutes: Specific Properties. COUNTY hereby consents to the annexation of any
43 non-contiguous real property in the unincorporated area within the Interlocal Service
44
45

Boundary Area by LEESBURG as depicted in "Exhibit A" provided that subject properties are

1. presently served by LEESBURG or other public central water and/or sewer utility;
- or
2. where subject property owner/developer has entered into a concurrent Water and Sewer Utility Agreement at the time of annexation to extend utility infrastructure to the subject property, and provided further LEESBURG shall not approve any development, or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

d. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the annexation of right of way located in the Interlocal Service Boundary Agreement area of LEESBURG, so long as at least one side of the road will be bounded by property located within LEESBURG after the annexation, or which meets any of the other annexation requirements of this Agreement. LEESBURG agrees that at the time that it annexes any property which abuts a roadway, that, to the extent possible, it will also annex the adjacent road right of way to avoid the creation of roadway enclaves. Annexing the right of way pursuant to this sub-paragraph does not require LEESBURG to accept maintenance responsibility for such road.

e. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between two nearest collector streets (or streets with a higher classification) intersecting right-of-ways (i.e. cross streets) or County four-lane or greater roadway,, LEESBURG shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties. However, nothing in this agreement shall require LEESBURG to assume maintenance for any roadway and associated drainage facilities that does not meet City standards other than right of way width, nor shall LEESBURG have any responsibility to widen any such road. For roads, the right of way width of which does not conform to City standards, City shall only be required to accept maintenance of the roadway, its right of way, and associated drainage facilities, if the right of way has a width of at least 40 feet, and is not prescriptive in nature.

4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS, COMPREHENSIVE PLAN PROVISIONS.** Persons owning or developing land within the Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction has control over permitting decisions. This difficulty will be exacerbated in areas where one jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. In order to minimize such difficulties, LEESBURG and the COUNTY agree as follows:

- a. **Development Applications.** For any application for development which is received by COUNTY for land within the LEESBURG ISBA, designated area on Exhibit A, or any application for development received by LEESBURG for land within LEESBURG limits and within five hundred feet (500') of land that is located in the unincorporated area,

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171.206 Effect of Interlocal Service Boundary Area Agreement on Annexations

The section states that the ISBA is binding on the parties and that a party may not take any action that violates the ISBA.

The proposed annexation of the Bakich property clearly violates the Leesburg/Lake County ISBA.

171.206 Effect of interlocal service boundary area agreement on annexations.—

- (1) An interlocal service boundary agreement is binding on the parties to the agreement, and a party may not take any action that violates the interlocal service boundary agreement.
- (2) Notwithstanding part I, without consent of the county and the affected municipality by resolution, a county or an invited municipality may not take any action that violates the interlocal service boundary agreement.
- (3) If the independent special district that participated in the negotiation process pursuant to s. 171.203(2)(d) does not consent to the interlocal service boundary agreement and a municipality annexes an area within the independent special district, the independent special district may seek compensation using the process in s. 171.093.

History.—s. 1, ch. 2006-218.



AGENDA MEMORANDUM

Item No: 5.B.1.

Meeting Date: October 10, 2016

From: Mike Thornton, Purchasing Manager for
Tino Anthony, Information Technology Director

Subject: Purchase request for two (2) new Hewlett Packard server blades

Staff Recommendation:

Staff recommends approval of the purchase to High Performance Technologies, Inc. for an amount not to exceed \$59,414.00.

Analysis:

This purchase is for two (2) server blades and associated accessories. This new hardware will be replacing existing hardware that has reached the end of its useful life. Additionally, these server blades will be able to take advantage of the virtual connect fiber used by the Storage Area Network (SAN) system recently purchased by the City.

A server blade is essentially a 'computer on a card'. The card contains multiple processors and can be inserted into the current blade server rack/system. The new server blades will also host several virtual environments. Virtual environments create a 'server' without having to add additional hardware or blades.

Procurement Analysis:

This purchase is being made using the State of Florida contract for IT Hardware #43211500-WSCA-15-ACS. High Performance has provided other hardware and services to the City and is familiar with our IT Systems and infrastructure.

Options:

1. Approve the purchase to High Performance Technologies, Inc. for \$59,414.00; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are budgeted and available in the 2017 Fiscal Year.

Submission Date and Time: 10/5/2016 3:15 PM

<p>Department: <u>Information Technology</u></p> <p>Prepared by: <u>Mike Thornton</u></p> <p>Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Advertised: <u>Not Required</u> <input checked="" type="checkbox"/></p> <p>Dates: _____</p> <p>Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p> <p>Revised 6/10/04</p>	<p>Reviewed by: Dept. Head _____</p> <p>Finance Dept. _____</p> <p>Deputy C.M. _____</p> <p>Submitted by: _____</p> <p>City Manager _____</p>	<p>Account No. <u>001-1633-513.64-10</u></p> <p>Project No. <u>GFASST</u></p> <p>WF No. <u>WF1055324 / 001</u></p> <p>Req. No. <u>48594</u></p> <p>Budget <u>\$60,000.00</u></p> <p>Available <u>\$60,000.00</u></p>
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AGENDA MEMORANDUM

Item No: 5.B.2.

Meeting Date: October 10, 2016

From: Mike Thornton, Purchasing Manager for
Tino Anthony, Information Technology Director

Subject: Authorize execution of a 37-month End User License Agreement for ESRI software used by the City's for the GIS Division

Staff Recommendation:

Staff recommends execution of the Software End User License Agreement (EULA) to Environmental Systems Research Institute, Inc. (ESRI) for annual license fees, maintenance and support of the City Geographical Information System (GIS) software for a three-year total amount of \$77,185.79.

Analysis:

The City uses computer software from ESRI to provide the foundation of our Geographical Information System (GIS) in the form of a database and administrative tools. This computer software provides the infrastructure necessary for all address and mapping related software applications used by various departments and divisions with the City.

Each of the City Utilities relies on GIS to provide mapping capabilities of the utility infrastructure. This software allows us to see where things are in the field. There has been a recent and ongoing effort by GIS and the utilities to accurately locate all facilities and record the location of the utilities electronically in GIS. The system then translates these data points to on-line maps or mapping.

The software also allows staff to create 'models' and run 'what-if' scenarios. For example, on the electronic map, staff can tell the system there is a gas line break. Staff will then turn off a gas valve on the map and the system will visually show what other gas lines, valves, and services are affected.

This purchase is for the annual license fees, support, and maintenance provided by ESRI to the City. This is an annual expense for three years under the three-year EULA. There are no future plans to change the software used or discontinue the use of this software as this is the industry standard and the software selected by the City's Information Technology Department. This is a three-year agreement that may only be terminated under two conditions; 1) City does not appropriate, or budget funds for the expense, or 2) Termination for material breach of the contract by either party.

Procurement Analysis:

This purchase is categorized as a Single Source as ESRI is the only source for License Agreements for the ESRI software. The City Information Technology has selected the ESRI platform as the City Standard.

The Term of the EULA is 37 months, 3 years plus one month, in order to change the effective date of the new term to November 1 of each year. This will allow for renewal of the next subscription term without an interruption of service.

The annual license cost is \$25,000 for our size city. This is the same price the City contracted at in 2013; there has been no price increase. Payments will be made as follows:

- Fiscal Year 2017 - \$27,185.79 – Include 13 months changing the effective date to November 1st.
- Fiscal Year 2018 - \$25,000.00
- Fiscal Year 2019 - \$25,000.00

Options:

1. Authorize execution of the 37 month EULA with ESRI; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

Funds are budgeted each year by the department for this expense. Funds have been budgeted and are available in the 2017 Fiscal Year.

Submission Date and Time: 10/5/2016 3:15 PM

Department: <u>Information Technology</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>001-1633-513.46-33</u> Project No. _____ WF No. _____ Budget <u>\$27,000.00</u> Available <u>\$27,000.00</u>
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RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AN END USER LICENSE AGREEMENT
WITH ESRI FOR A PERIOD OF 37 MONTHS AT A TOTAL
VALUE OF \$77,185.79; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an End User License Agreement with ENVIRONMETNAL SYSTEMS RESEARCH INSTITUTE, INC. (aka ESRI) whose address is 380 New York Street, Redlands, California 92373-8100 for software licenses, support and maintenance under a 37 month EULA.

THAT all future year expenditures in fiscal years 2018 and 2019 are approved provided the City Commission has appropriated sufficient funds in the fiscal year within which the expenditure is to be made.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of October 2016.

Mayor

ATTEST:

City Clerk



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
3325 Springbank Ln, Ste 200
Charlotte, NC 28226-3343
Phone: (704) 541-9810 Fax: (704) 541-7620
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 07/15/2016 To: 10/13/2016*

Quotation # 20491014

Date: July 15, 2016

Customer # 6725 Contract #

City of Leesburg
GIS Div
501 W Meadow St
Leesburg, FL 34749

ATTENTION: Iftach Pearlman
PHONE: (352) 728-9786
FAX: (352) 728-9758

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement 2016 payment to bring the term date to Nov 1	27,185.79	27,185.79
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement 2017 payment	25,000.00	25,000.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement 2018 payment	25,000.00	25,000.00
			Item Total:	77,185.79
			Subtotal:	77,185.79
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$77,185.79

This new quote is to continue the SGELA contract # 2013SGE8331 that the City has in addition to move the term date out to November 1st.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Robyn Garrett

Email: rgarrett@esri.com

Phone: (704) 541-9810 x8640

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

**Esri Use Only:**

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-1)**

This Agreement is by and between the organization identified in the Quotation ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Licensee's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions**

ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager for Desktop,
ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise
(Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager for Server, ArcGIS Image Extension
for Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network
(EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) Level 2 ArcGIS Online Subscription*
One (1) Level 2 Portal for ArcGIS Subscription*

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.

** Additional sets of backup media may be purchased for a fee.

*The quantity of named users and credits are specified in the corresponding program description.

Licensee may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Licensee's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

CITY OF LEESBURG, FLORIDA
(Licensee)

By: _____
Authorized Signature

Attest: _____
City Clerk

Printed Name: Jay Hurley

Title: Mayor

Date: October 10, 2016

LICENSEE CONTACT INFORMATION

Contact: Iftach Pearlman, GIS Manager

Telephone: (352) 728-9786 x 4224

Address: 204 N. 5th Street

Fax: _____

City, State, Postal Code: Leesburg, FL 34748

E-mail: iftach.pearlman@leesburgflorida.gov

Country: United States

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Licensee during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Licensee.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Licensee will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Licensee locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Licensee is unable to secure

funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Licensee. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use Products already Deployed during the Term of Agreement, but Licensee will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Licensee will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Licensee may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Licensee will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Licensee and provide Authorization Codes to activate the nondestructive copy protection program that enables Licensee to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee thirty (30) calendar days before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Licensee acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Licensee will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Licensee to issue a purchase order. Licensee may submit a purchase order in accordance with its own process requirements, provided that if Licensee issues a purchase order, Licensee will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Licensee will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Licensee's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will transfer the Products to Licensee or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



AGENDA MEMORANDUM

Item No: 5.B.3.

Meeting Date: October 10, 2016

From: Mike Thornton, Purchasing Manager for
DC Maudlin, Public Works Director

Subject: Resolution authorizing the execution of a Fixed Unit Price Agreement with
AMROAD, LLC for Traffic Marking & Striping Services

Staff Recommendation:

Staff recommends approval of execution of a fixed unit price agreement for a term of three (3) years with AMROAD, LLC for traffic marking and striping services.

Analysis:

The purpose of this solicitation is to establish a fixed unit price agreement for roadway traffic marking and striping on City streets as determined by the Public Works Department. The type of work can involve centerline striping, pedestrian crosswalks, stop bars and lettering. The bid and resulting contract provides for two methods of marking. The first is done using a paint based product this type is used in lower traffic areas. The second method uses thermoplastic which is applied by melting colored plastic and applying with special equipment. This method is used in higher traffic areas.

Procurement Analysis:

The Purchasing Division issued Invitation to Bid (ITB) 160501 on August 11, 2016. The opportunity was posted to Public Purchase. Staff directly notified 18 vendors, including 3 local area vendors. On September 8, 2016 the Purchasing Division received and publicly opened two sealed bids.

Following review of the bids, staff deemed AMROAD, LLC located in Hollywood, Florida a responsive and responsible bidder submitting the lowest bid. Past work references were verified and the company was rated very good. Based on the results of the review, staff recommends awarding the bid to AMROAD, LLC.

Summary of Bids

Company Name	Location	Local Preference	Base Bid
AMROAD, LLC	Hollywood, FL	No	\$35,106.00
McShea Contracting, LLC	Lehigh Acres, FL	No	\$66,080.00

Options:

1. Award the ITB and approve execution of the contract with AMROAD, LLC; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This is a Fixed Unit Price Agreement for services rendered. An actual fiscal impact will not be incurred until services under this agreement are ordered and delivered. The Public Works department budgets funds each year for traffic striping and marking. The department has budgeted \$30,000 for the 2017 fiscal year.

Submission Date and Time: 10/5/2016 3:15 PM

Department: Public Works	Reviewed By	Account No.: <u>001-5112-541.46-25</u>
Prepared by: Lisa Wolfkill	Department Head: _____	Project No.: _____
Attachments: <u>X</u> Yes _____ No	Finance Department: _____	WF/Job No.: _____
Advertised: <u>X</u> Yes _____ Not Required	Deputy City Manager: _____	Req. No.: _____
Dates: _____	Submitted by:	Budget: <u>\$30,000.00</u>
Attorney Review: _____ Yes _____ No	City Manager: _____	Available: <u>\$30,000.00</u>

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A FIXED UNIT PRICE AGREEMENT
WITH AMROAD, LLC FOR TRAFFIC MARKING & STRIPING
SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute a fixed unit price agreement with AMROAD, LLC whose address is 3975 Pembroke Road, Hollywood, Florida 33021, (email: estimating@amroadfl.com) for Traffic Marking & Striping Services pursuant to Invitation to Bid 160501.

THAT all future expenditures for services ordered under the Agreement, including any Amendments, are approved provided the City Commission has appropriated sufficient funds in the fiscal year within which the expenditure is to be made. Should a department fail to budget funds specifically for the services provided under the Agreement, including any Amendments, approved by this Resolution, or if a department wishes to expend funds in excess of the appropriated amount, prior approval by the City Commission shall be required.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of October 2016.

Mayor

ATTEST:

City Clerk

**** Notice of Recommendation of Award ****

Date: **September 16, 2016**
Bid No. & Title: **160501 – Traffic Marking & Striping**
Buyer: **Lisa Wolfkill, Senior Buyer**
Commission Meeting: **October 10, 2016 at 5:30 PM**

I will be recommending the following award for the Traffic Marking & Striping to our City Commission at their regular meeting on October 10, 2016 at 5:30 PM. A comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **AMROAD, LLC.**
3975 Pembroke Road
Hollywood, FL 33021

Their bid has been reviewed and determined to be responsive and responsible.

Should you have any questions regarding this notice please contact me at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,



Mike Thornton, CPPO
Purchasing Manager

attachment (Final Bid Tabulation)

Remember to register with the City of Leesburg at www.PublicPurchase.com to be notified of future bid opportunities with the City.



Purchasing Division
204 N. 5th Street, Leesburg, FL 34748
Ofc: (352)728-9880 | purch@leesburgflorida.gov
www.leesburgflorida.gov

VENDOR:				AMROAD, LLC		McShea Contracting, LLC	
Location:				Hollywood, FL		Lehigh Acres, FL	
Item #	Item -- Method	Qty	Unit	Unit Cost	Ext Cost	Unit Cost	Ext Cost
1	4-Inch Yellow Stripe - Method 2	5,000	LF	\$0.15	\$750.00	\$0.30	\$1,500.00
2	4-Inch White Stripe - Method 2	5,000	LF	\$0.15	\$750.00	\$0.30	\$1,500.00
3	6-Inch Yellow Stripe - Method 1	5,000	LF	\$0.80	\$4,000.00	\$1.00	\$5,000.00
4	6-Inch White Stripe - Method 1	5,000	LF	\$0.80	\$4,000.00	\$1.00	\$5,000.00
5	12-Inch White Stripe - Method 1	1,000	LF	\$1.35	\$1,350.00	\$3.00	\$3,000.00
6	12-Inch White Stripe - Method 2	1,000	LF	\$0.42	\$420.00	\$1.50	\$1,500.00
7	18-Inch White Stripe - Method 1	5,000	LF	\$2.30	\$11,500.00	\$4.50	\$22,500.00
8	18-Inch White Stripe - Method 2	5,000	LF	\$0.69	\$3,450.00	\$1.60	\$8,000.00
9	24-Inch White Stripe - Method 1	1,000	LF	\$2.95	\$2,950.00	\$6.00	\$6,000.00
10	24-Inch White Stripe - Method 2	1,000	LF	\$0.84	\$840.00	\$1.70	\$1,700.00
11	6-Inch Blue Stripe - Method 1	1,000	LF	\$1.00	\$1,000.00	\$2.00	\$2,000.00
12	6-Inch Blue Stripe - Method 2	1,000	LF	\$0.50	\$500.00	\$0.75	\$750.00
13	Symbol - Single Arrow - Method 1	10	EA	\$45.00	\$450.00	\$100.00	\$1,000.00
14	Symbol - Single Arrow - Method 2	10	EA	\$25.00	\$250.00	\$40.00	\$400.00
15	Symbol - Combination Arrow - Method 1	10	EA	\$55.00	\$550.00	\$125.00	\$1,250.00
16	Symbol - Combination Arrow - Method 2	10	EA	\$35.00	\$350.00	\$60.00	\$600.00
17	Symbol - Handicap - Method 1	10	EA	\$105.00	\$1,050.00	\$225.00	\$2,250.00
18	Symbol - Handicap - Method 2	10	EA	\$80.00	\$800.00	\$45.00	\$450.00
39	Lay-Out Stripes	100	EA	\$0.10	\$10.00	\$1.00	\$100.00
42	Cleaning Dirt/ Grass from Edge-line	100	LF	\$0.25	\$25.00	\$15.00	\$1,500.00
43	Remove Existing Marking Grinding	10	LF	\$1.10	\$11.00	\$3.00	\$30.00
44	Remove Existing Marking Water Blast	10	LF	\$10.00	\$100.00	\$5.00	\$50.00
	SUBTOTAL:			\$368.40	\$35,106.00	\$642.65	\$66,080.00
	TOTAL BASE BID:				\$35,106.00		\$66,080.00
Local Vendor Preference calculation. If the low bidder is not a local vendor each of the LVP Tier percentages is added to their low bid amount. If the bid amount of any other qualifying local vendor is lower than their LVP Tier Adjusted Low Bid then they become the low bidder.							
LVP Tier I Adjusted Low Bid (low bid + 5%)				\$36,861.30		N/A	
LVP Tier II Adjusted Low Bid (low bid + 2%)				\$35,808.12		N/A	
SEALED BID RESPONSIVENESS REVIEW SUMMARY							
IS THE BIDDER DETERMINED TO BE RESPONSIBLE				Yes		Yes	
IS THE BID DETERMINED TO BE RESPONSIVE				Yes		Yes	
General Vendor Information				Yes		Yes	
Bidders Certification				Yes		Yes	
Exceptions Taken				Yes		No	
Acknowledgement of Addenda				No Addendum		No addendum	
Claims Local Vendor Preference				No		No	
Sub-Contractor Listing				Yes		No	
Equipment Listing				Yes		Yes	
Statement of Experience				Yes		Yes	

ALTERNATE BID ITEMS:							
Item #	Item -- Method	Qty	Unit		Unit Cost		Unit Cost
A1	6-Inch Yellow Stripe - Method 2	1	LF		\$0.19		\$0.50
A2	6-Inch White Stripe - Method 2	1	LF		\$0.19		\$0.50
A3	8-Inch White Stripe - Method 1	1	LF		\$1.10		\$1.50
A4	8-Inch White Stripe - Method 2	1	LF		\$0.29		\$0.60
A5	18-Inch Yellow Stripe - Method 1	1	LF		\$2.30		\$4.50
A6	18-Inch Yellow Stripe - Method 2	1	LF		\$0.69		\$1.60
A7	Special Emphasis Walk 12"X6' Wide Section - Method 1	1	EA		\$105.00		\$1,000.00
A8	Special Emphasis Walk 12"X6' Wide Section - Method 2	1	EA		\$55.00		\$375.00
A9	Special Emphasis Walk 12"X10' Wide Section - Method 1	1	EA		\$195.00		\$1,275.00
A10	Special Emphasis Walk 12"X10' Wide Section - Method 2	1	EA		\$105.00		\$500.00
A11	"No Parking or Standing Fire Lane" - 18-Inch High Letters - Method 1	1	EA		\$185.00		\$1,000.00
A12	"No Parking or Standing Fire Lane" - 18-Inch High Letters - Method 2	1	EA		\$105.00		\$400.00
A13	Message - "School" - Method 1	1	EA		\$95.00		\$250.00
A14	Message - "School" - Method 2	1	EA		\$65.00		\$100.00
A15	Message - "Only" - Method 1	1	EA		\$95.00		\$100.00
A16	Message - "Only" - Method 2	1	EA		\$65.00		\$70.00
A17	Message - "Merge" - Method 1	1	EA		\$95.00		\$100.00
A18	Message - "Merge" - Method 2	1	EA		\$65.00		\$70.00
A19	Message - "Stop" - Method 1	1	EA		\$95.00		\$100.00
A20	Message - "Stop" - Method 2	1	EA		\$65.00		\$70.00
A21	Lay-out for Symbol	1	EA		\$2.00		\$50.00
A22	Lay-out for Message	1	EA		\$3.00		\$50.00
A23	Temporary Take Markings	1	LF		\$1.95		\$5.00
A24	Remove Raised Pavement Markers	1	EA		\$0.45		\$3.00
A25	Furnish & Install Raised Pavement Markers per FDOT Standard Specifications for Road and Bridge Construction (section 706 raised retro-reflective pavement markers and	1	EA		\$3.50		\$5.00

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton, CPPO - Purchasing Manager

FIXED UNIT PRICE AGREEMENT

THIS AGREEMENT is made as of the 10th day of October in the year 2016, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the “CITY”), and **AMROAD, LLC** whose address is 3975 Pembroke Road, Hollywood, Florida 33021 (hereinafter referred to as the “CONTRACTOR”).

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Contract Documents.** This Contract Documents consist of:
 - a. This Agreement; and
 - b. Invitation to Bid (ITB) 160501 – Traffic Marking & Striping in its entirety, incorporated by reference and made a part hereof; and
 - c. The CONTRACTOR’S response to ITB 160501 incorporated by reference and made a part hereof.
2. **Scope of Services.** The CONTRACTOR shall furnish Traffic Marking & Striping to the CITY, as described as the **TRAFFIC MARKING & STRIPING SERVICES** (hereinafter referred to as “Project”) to the CITY as listed in the Contract Documents. Nothing herein shall limit the CITY’S right to obtain bids or proposals for services from other contractors for the same or similar work. The unit costs of the services shall not exceed those stated in **EXHIBIT “B”** except where the cost adjustment clause has been exercised following the Firm Fixed Price Period.
3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY’s representative.
4. **Term and Termination.** The initial term of this Agreement shall commence on the date of execution and be effective through September 30, 2019. Contract may be renewed for no more than three (3) additional years, if mutually acceptable by both parties and approved by the Leesburg City Commission. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the CONTRACTOR. In such event, the CONTRACTOR will be entitled to compensation for services competently performed up to the date of termination.
5. **Non-appropriation.** The CONTRACTOR understands and agrees that this Contract is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a “non-appropriation” shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Contract, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Contract. The CITY may terminate this Contract, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that:
 - (a) A non-appropriation has occurred, and

- (b) The CITY has provided the CONTRACTOR with written notice of termination of less than fifteen (15) days before the proposed termination date.
- (c) In the event of any termination, the CONTRACTOR shall be paid for all services rendered and expenses incurred to the effective date of the termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

Upon the occurrence of such non-appropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

6. **Payment.** All invoices shall contain the purchase order number, date and location of delivery and confirmation of acceptance of the goods or services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

7. **Firm Fixed Price Period.** All Pricing will be firm and fixed through the Initial Term of the Agreement. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

8. **Cost Adjustment.** Pricing for terms beyond the Initial Terms and shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less. The latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to September 30th of each year compared to the index for the same month twelve (12) months prior.

The CONTRACTOR is responsible for submitting any request for price increase. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the end of any fiscal year, currently September 30th of each year. Should the CONTRACTOR not request a price increase prior to the sixty (60) day period the prices in effect at that time will remain in effect for the next twelve (12) month period of the contract. Any approved cost adjustment shall become effective October 1st. In the event the CPI or industry costs decline, the CITY shall have the right to receive, from the CONTRACTOR, a reasonable reduction in costs that reflect such cost changes in the industry. The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement can be cancelled by the CITY upon giving thirty (30) days written notice to the CONTRACTOR.

9. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR

requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

10. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the

nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

11. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

12. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance:

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors' work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).
- i. **Comprehensive General Liability.** The CONTRACTOR shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

For remodeling and construction projects, the CONTRACTOR shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.

- ii. **Business Automobile Liability.** The CONTRACTOR shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.
- iii. **Worker's Compensation.** The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease. CONTRACTORS exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

13. **Waiver of Lien.** The CONTRACTOR agrees to make payment of all proper charges for labor and materials supplied and CONTRACTOR shall hold harmless the CITY

against any claim arising out of any unpaid bills for labor, services, or materials furnished for the project covered by this Agreement.

14. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

15. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

16. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

17. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the

services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

18. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

19. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

20. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred

by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

21. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

22. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

23. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

24. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

25. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be LAUREANO MARTINEZ-AUNON, Operations Manager. The primary contact person under this Agreement for the CITY shall be JIMMY FEAGLE, Deputy Director – Public Works.

26. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

27. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

28. **Warranty.** The CONTRACTOR agrees that material and workmanship is warranted for a period of One (1) year from acceptance by the City. City shall notify Contractor of any defects in material or workmanship. Contractor shall coordinate with City any warranted repairs.

29. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

30. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

31. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

32. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Jay Hurley, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

AMROAD, LLC

By: _____

Printed: _____

Its: _____
(Title)

EXHIBIT “B”

BID UNIT PRICES
Bid No: 160501
TRAFFIC MARKING & STRIPING

Item No.	Item – Method	Unit	Unit Cost
1	4-Inch Yellow Stripe – Method 2	LF	\$ 0.15
2	4-Inch White Stripe – Method 2	LF	\$ 0.15
3	6-Inch Yellow Stripe – Method 1	LF	\$ 0.80
4	6-Inch White Stripe – Method 1	LF	\$ 0.80
5	12-Inch White Stripe – Method 1	LF	\$ 1.35
6	12-Inch White Stripe - Method 2	LF	\$ 0.42
7	18-Inch White Stripe – Method 1	LF	\$ 2.30
8	18-Inch White Stripe – Method 2	LF	\$ 0.69
9	24-Inch White Stripe – Method 1	LF	\$ 2.95
10	24-Inch White Stripe - Method 2	LF	\$ 0.84
11	6-Inch Blue Stripe – Method 1	LF	\$ 1.00
12	6-Inch Blue Stripe - Method 2	LF	\$ 0.50
13	Symbol – Single Arrow – Method 1	EA	\$ 45.00
14	Symbol – Single Arrow - Method 2	EA	\$ 25.00
15	Symbol – Combination Arrow – Method 1	EA	\$ 55.00
16	Symbol – Combination Arrow - Method 2	EA	\$ 35.00
17	Symbol – Handicap – Method 1	EA	\$105.00
18	Symbol – Handicap - Method 2	EA	\$ 80.00
39	Lay-Out Stripes	LF	\$ 0.10
42	Clearing Dirt/Grass from Edge-line	LF	\$ 0.25
43	Remove Existing Marking Grinding	LF	\$ 1.10
44	Remove Existing Marking Water Blast	LF	\$ 10.00

Alternate Bid Items – These prices will serve as contract pricing for the listed items. The items may or may not be needed or ordered under a resulting contract.

Item No.	Item – Method	Unit	Unit Cost
A1	6-Inch Yellow Stripe – Method 2	LF	\$ 0.19
A2	6-Inch White Stripe – Method 2	LF	\$ 0.19
A3	8-Inch White Stripe – Method 1	LF	\$ 1.10
A4	8-Inch White Stripe – Method 2	LF	\$ 0.29
A5	18-Inch Yellow Stripe – Method 1	LF	\$ 2.30
A6	18-Inch Yellow Stripe – Method 2	LF	\$ 0.69
A7	Special Emphasis Cross Walk 12”X 6’ Wide Section – Method 1	EA	\$105.00
A8	Special Emphasis Cross Walk 12” X 6’ Wide Section – Method 2	EA	\$ 55.00
A9	Special Emphasis Cross Walk 12” X 10’ Wide Section – Method 1	EA	\$195.00
A10	Special Emphasis Cross Walk 12” X 10’ Wide Section – Method 2	EA	\$105.00
A11	“No Parking or Standing Fire Lane” – 18-Inch High Letters – Method 1	EA	\$185.00
A12	“No Parking or Standing Fire Lane” – 18-Inch High Letter	EA	\$105.00

Item No.	Alternate Bid Items (Continued)	Unit	Unit Cost
	Item – Method		
A13	Message – “School” – Method 1	EA	\$ 95.00
A14	Message – “School” – Method 2	EA	\$ 65.00
A15	Message – “Only” – Method 1	EA	\$ 95.00
A16	Message – “Only” – Method 2	EA	\$ 65.00
A17	Message – “Merge” – Method 1	EA	\$ 95.00
A18	Message – “Merge” – Method 2	EA	\$ 65.00
A19	Message – “Stop” – Method 1	EA	\$ 95.00
A20	Message – “Stop” – Method 2	EA	\$ 65.00
A21	Lay-Out for Symbol	EA	\$ 2.00
A22	Lay-Out for Message	EA	\$ 3.00
A23	Temporary Tape Markings	LF	\$ 1.95
A24	Remove Raised Pavement Markers	EA	\$ 0.45
A25	Furnish & Install Raised Pavement Markers per FDOT Standard Specifications for Road and Bridge Construction (section 706 raised retro-reflective pavement markers and bituminous adhesive)	EA	\$ 3.50



AGENDA MEMORANDUM

Item No: 5.C.1.
Meeting Date: October 10, 2016
From: J. Andi Purvis, City Clerk
Subject: Acceptance and Approval of a Special Warranty Deed

Staff Recommendation:

Staff recommends approval of the resolution accepting and approving the Special Warranty Deed from United Southern Bank.

Analysis:

The City of Leesburg purchased the property at 810 North Shore Drive from United Southern Bank in the Beverly Shores area. The purchase was authorized by Resolution 9784 adopted at the regular meeting of the City Commission on April 25, 2016.

Options:

1. Accept and Approve the recorded deed; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 10/5/2016 3:15 PM

Department: <u>Records</u> Prepared by: <u>J. Andi Purvis</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u>X</u> Dates: <u> </u> Attorney Review: Yes <u>X</u> No <u> </u> <u>Revised 6/10/04</u>	Error! Bookmark not defined. Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: <u> </u> City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, ACCEPTING AND APPROVING A SPECIAL WARRANTY DEED FROM UNITED SOUTHERN BANK TO THE CITY OF LEESBURG, FLORIDA FOR PROPERTY LOCATED IN SECTION 14, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the City of Leesburg, Florida, does hereby accept from United Southern Bank, a Special Warranty Deed dated July 24, 2016, and recorded in Official Records Book 4808, Pages 364-366, Public Records of Lake County, Florida, conveying certain real property located in Section 14, Township 19 South, Range 24 East, Leesburg, Lake County, Florida, and more particularly described in said Special Warranty Deed, to the City of Leesburg.

THAT this resolution shall become effective upon its passage and adoption according to law.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of October 2016.

THE CITY OF LEESBURG

Mayor

ATTEST:

City Clerk



Prepared by and return to:

G. Edward Clement, Partner
Lowndes, Drosdick, Doster, Kantor & Reed, PA
308 East Fifth Avenue
Mount Dora, FL 32757

File Number: 171215

Parcel Identification Number: 1419240004-000-05400

INSTRUMENT #2016073683
OR BK 4808 PG 364 - 366 (3 PGS)
DATE: 7/19/2016 9:27:30 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00 DEED DOC \$1505.00

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 24th day of **July, 2016**, between **United Southern Bank**, whose post office address is **P.O. Drawer 29, Umatilla, FL 32784**, grantor, and **The City of Leesburg, Florida**, whose post office address is **Post Office Box 490630, Leesburg, FL 34749**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Lake County, Florida**, to-wit:

See the attached Exhibit "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors, but against none other.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

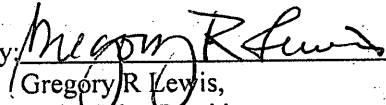
Signed, sealed and delivered in our presence:

United Southern Bank

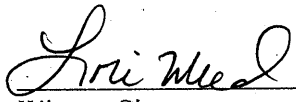


Witness Signature
TAMMY RICHENBERG

Printed Witness Name

By: 

Gregory R Lewis,
Senior Vice President



Witness Signature
Lori Weed

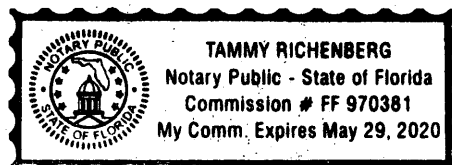
Printed Witness Name


(Corporate Seal)



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 24th day of June, 2016, by Gregory R Lewis, as Senior Vice President of United Southern Bank, on behalf of the corporation. He [☒] is personally known to me or [] has produced a _____ as identification.





NOTARY PUBLIC
STATE OF FLORIDA

EXHIBIT "A"

That part of Government Lot 4 in Section 14, Township 19 South, Range 24 East; Lake County, Florida, bounded and described as follows:

Commence at the Southwest corner of the Southeast 1/4 of said Section 14, run thence South 89°43'17" East, 745.95 feet along the South boundary of the Southeast 1/4 of said Section 14 to a point on the Easterly Right-of-Way line of North Shore Drive; from said point run thence North 49°43'17" West, 717.00 feet along the Easterly Right-of-Way line of North Shore Drive to the Point of Beginning of this description; from said Point of Beginning, departing said Right-of-Way, run thence North 61°52'43" East, 317.00 feet; thence South 28°07'17" East, 7.00 feet, more or less, to the waters of a canal; thence Easterly along and with the waters of said canal to a point on the waters of Lake Griffin; said point hereby designated as Point "A"; begin again at the Point of Beginning, run thence North 49°43'17" West, 5.14 feet along the Easterly Right-of-Way line of North Shore Drive to a point on the Southerly boundary of Beverly Harbors II, a condominium according to the declaration thereof recorded in Official Records Book 808, Page 2081, Public Records of Lake County, Florida; departing said Easterly Right-of-Way, run thence along the Southerly and Easterly boundaries of said Beverly Harbors the following courses and distances:

- (1) thence North 61°52'43" East, 75.98 feet to the beginning of a curve concave Northwesterly, having a radius of 65.00 feet;
- (2) thence Northwesterly and Northerly along the arc of said curve, through a central angle of 96°00'00" a distance of 108.9 feet to the point of tangency;
- (3) thence North 34°07'17" West, 70.00 feet to the beginning of a curve concave Easterly, having a radius of 90.00 feet;
- (4) thence Northerly along the arc of said curve through a central angle of 14°00'00" a distance of 21.99 feet to the end thereof and the beginning of a curve concave Westerly, having a radius of 320.28 feet;
- (5) thence Northerly along the a arc of said curve through a central angle of 08°46'00" a distance of 49.01 feet to the end thereof;
- (6) thence North 28°53'17" West, 176.50 feet to the beginning of a curve concave Southeasterly, having a radius of 140.00 feet;
- (7) thence Northerly and Northeasterly along the arc of said curve through a central angle of 74°38'47" a distance of 182.40 feet to the end thereof and the beginning of a curve concave Northwesterly, having a radius of 50.00 feet;
- (8) thence Northeasterly along the arc of said curve through a central angle of 47°35'24" a distance of 41.53 feet to a point on the Southerly boundary of Beverly Harbors, a condominium, according to the declaration thereof recorded in Official Record Book 773, Page 852, Public Records of Lake County, Florida;

From said point, run thence South 54°14'30" East, 6.38 feet along said Southerly boundary of Beverly Harbors; thence South 81°30'00" East along said Southerly boundary of Beverly Harbors a distance of 100.00 feet, more or less, to the waters of a lagoon; departing said Beverly Harbors, run thence Southerly, Easterly and Northerly along and with the waters of said lagoon to a point on the waters of Lake Griffin; from said point, departing said lagoon, run thence Southerly along and with the waters of Lake Griffin to a point on the waters of a lagoon; departing said waters of Lake Griffin, run thence Westerly, Northerly, Westerly, Southerly and Easterly along and with the waters of said lagoon to a point on the waters of Lake Griffin; from said point, departing said lagoon, run thence Southerly along and with the waters of Lake Griffin to the above-designated Point "A".



AGENDA MEMORANDUM

Item No: 5.C.2.

Meeting Date: October 10, 2016

From: Robert W. Hicks, Chief of Police

Subject: Agreement between the City of Leesburg and the State Attorney's Office for prosecution of certain criminal violations of the City Code

Staff Recommendation:

An agreement between the City of Leesburg and the State of Florida, Office of the State Attorney for the Fifth Judicial Circuit of Florida to reimburse the state for the cost of state attorney prosecution of certain criminal violations of the City of Leesburg code.

Analysis:

An agreement between the City of Leesburg and the State Attorney's Office for the Fifth Judicial Circuit of Florida, in order to set forth the basic understanding between the parties regarding the prosecution of misdemeanor offenses (open container) in violation of the City's Code of Ordinances that are not ancillary to state prosecution. This procedure will address that first time offenders are issued written warnings with no citation going to Clerk. Second and subsequent violations go to Clerk for prosecution. Also, procedurally preclude charging subjects with open container violation if other criminal charges accompany the ordinance violation.

The City finds that in order to maintain and improve the health, safety, and welfare of this community it is necessary to adequately enforce and prosecute violations of the City's Code of Ordinances. Per Florida Statutes 27.02, authorizes the State Attorney to prosecute city ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, where the State Attorney contracts with the City for reimbursement.

Options:

1. Approve and accept the agreement for costs incurred for prosecution of certain criminal violations of the city code.
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

We can expect about \$2,500 per year in cost to prosecute misdemeanor offenses (open container) cases at current trends. This represents a substantial cost savings using a two hour per case minimum and estimating 25 cases per year billed at the rate of a private attorney.

Submission Date and Time: 10/5/2016 3:15 PM

Department: <u>Police</u> Prepared by: <u>Lisa Carter</u> Attachments: Yes <u>x</u> No <u> </u> Advertised: <u>Not Required</u> Dates: <u> </u> Attorney Review : Yes <u>x</u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, ACCEPTING AND APPROVING THE
AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE
OFFICE OF THE STATE ATTORNEY TO REIMBURSE THE
STATE FOR THE COST OF STATE ATTORNEY PROSECUTION
ON CERTAIN CRIMINAL VIOLATIONS OF THE CITY OF
LEESBURG CODE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with the Fifth Judicial Circuit State Attorney's Office, whose address is 550 W Main Street, Tavares, Florida 32778, for prosecution of certain criminal violations of the City of Leesburg's Code.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 10th day of October 2016.

Mayor

ATTEST:

City Clerk

AGREEMENT BETWEEN THE CITY OF LEESBURG AND THE STATE OF
FLORIDA, OFFICE OF THE STATE ATTORNEY FOR THE FIFTH JUDICIAL
CIRCUIT OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF
STATE ATTORNEY PROSECUTION OF CERTAIN CRIMINAL
VIOLATIONS OF THE CITY OF LEESBURG CODE

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between CITY OF LEESBURG, a political subdivision of the County of LAKE, State of Florida ("City") and the STATE ATTORNEY'S OFFICE for the Fifth Judicial Circuit of Florida, {"State Attorney"}, in order to set forth the basic understanding between the parties regarding the prosecution of misdemeanor offenses in violation of the City's Code of Ordinances that are not ancillary to state prosecution.

WHEREAS, the City finds that in order to maintain and improve the health, safety and welfare of this community it is necessary to adequately enforce and prosecute violations of the City's Code of Ordinances, and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute city ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, where the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows: SECTION 1. SERVICES

The State Attorney agrees to prosecute city ordinance violations as authorized in Sections 27.02 and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Section 3 of this Agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the CITY OF LEESBURG Code of Ordinances. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this Agreement. This Agreement does not commit the City to pay for the prosecution of City Code of Ordinance violations ancillary to state prosecution or for the prosecution of city ordinance violations not punishable by incarceration.

SECTION 2. TERM

The initial term of ~~T~~his agreement is one (1) year from the date of execution by both parties. The Agreement will automatically renew for additional one year terms unless terminated by either party with 60 days written notice.

SECTION 3. PAYMENT SCHEDULE

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty Dollars (\$50.00) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this Agreement, and the total amount due for payment. The City shall remit each payment within thirty (30) days after receiving said invoice from the State Attorney.

SECTION 4. RESPONSIBILITIES

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this Agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this Agreement.

SECTION 5. INDEMNIFICATION

It is expressly understood and intended that the State Attorney is only a recipient of the ~~reimbursements~~ reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Section 768.28(17), Florida Statutes, that they will hold each other harmless from any claim arising from this Agreement.

SECTION 6. TERMINATION

Either party may terminate this Agreement at any time with or without cause by furnishing written notice to the other party with no less than sixty (60) days written notice.

SECTION 7. SERVICE CHARGES

This Agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST: _____ CITY OF LEESBURG

By: _____

City Clerk Council President

Approved as to form and legality:

Date:

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____

ANDI PURVIS, City Clerk

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

STATE ATTORNEY'S OFFICE FOR THE FIFTH
JUDICIAL CIRCUIT

By: 

BRAD KING, STATE ATTORNEY

City Attorney

Date: _____

Witness

Witness



AGENDA MEMORANDUM

Item No: 5.C.3.
Meeting Date: October 10, 2016
From: Al Minner, City Manager
Subject: Huey Memorial in Veterans Memorial at Fountain Park

Staff Recommendation:

Staff recommends approval of the Amvets Post 2006 site layout for the Huey Memorial in Veterans Memorial at Fountain Park.

Analysis:

Pursuant to the agreement between the Amvets and the City of Leesburg, attached is the site layout for the Huey memorial. It has been reviewed by staff and is in compliance with the agreement.

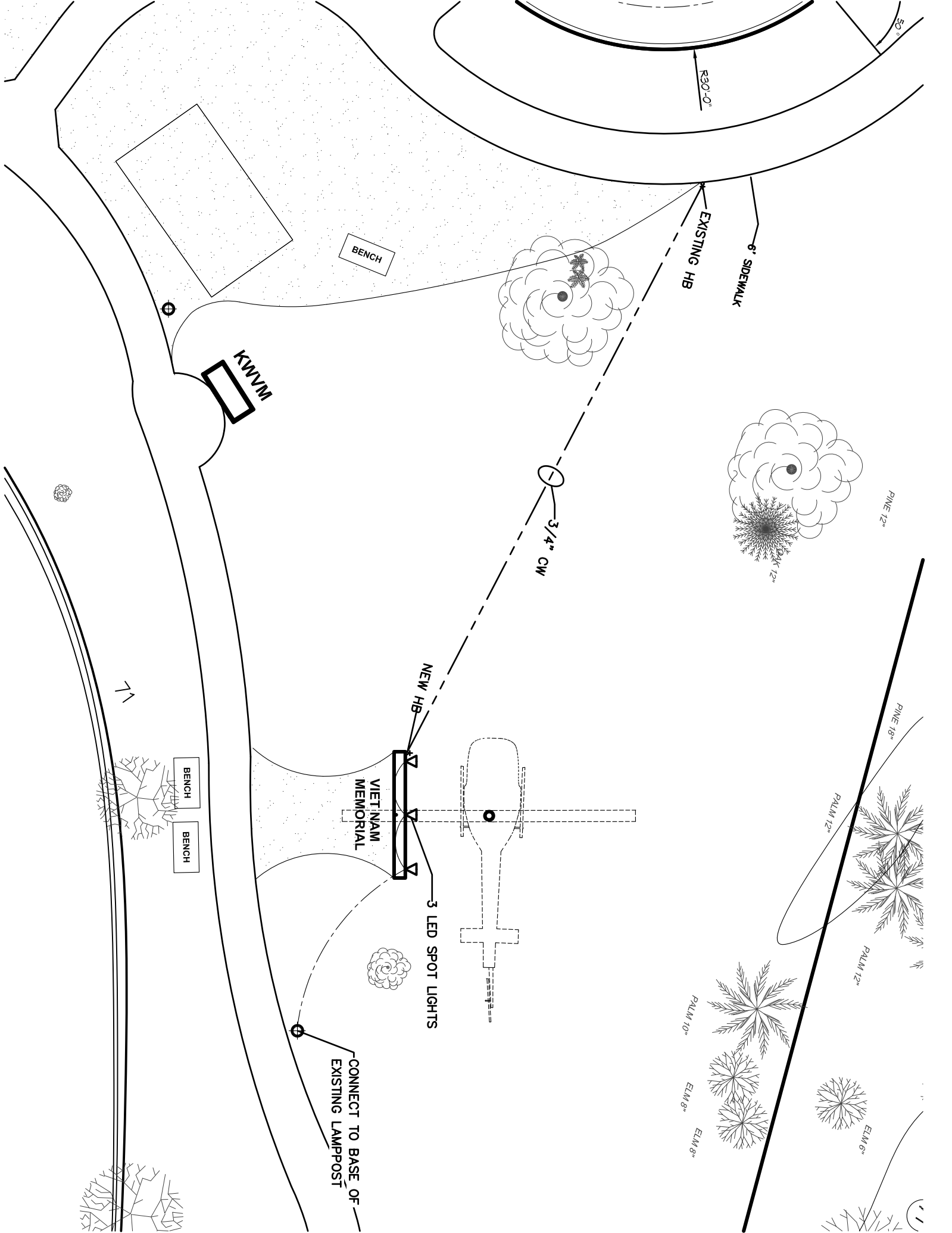
Other requirements such as permits and technical specifications are being processed.

Submission Date and Time: 10/5/2016 3:15 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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AGENDA MEMORANDUM

Item No: 6A.
Meeting Date: October 10, 2016
From: J. Andi Purvis, City Clerk
Subject: January 2017 Commission Organizational Meeting

Recommendation:

Staff recommends the Commission select the date for its January 2017 Organizational meeting.

Analysis:

The commission's organizational meeting is held the first Monday in January. In 2017 Monday, January 2nd, will be observed as the City's New Year's Day holiday and city offices will be closed.

According to City Code, Section 2-21, when a regular meeting of the city commission falls on a legal holiday, that meeting shall be rescheduled to a date chosen by a majority vote of the city commission present at a meeting where a quorum is in attendance.

Options:

1. Select date for Organizational meeting, or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

None

Submission Date and Time: 10/5/2016 3:15 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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AGENDA MEMORANDUM

Item No: 6B.
Meeting Date: October 10, 2016
From: Al Minner, City Manager
Subject: Surplus Property Sales

Staff Recommendation:

Approve sales contracts.

Analysis:

Pursuant to the direction of the Commission from the September 26, 2016 regular meeting attached are the sales contracts of City surplus property. The Contracts are for the sale of:

- Ø Two Parcels (413 Perkins and 410 South 6th Street) to the CDC for \$5,000 each
- Ø 1112 West Line Street to Judith Bechtel in the amount of \$10,000

Fiscal Impact:

No fiscal impact as this is a revenue, the Commission agreed to use revenues from these sales to be allocated in the Leesburg Housing program.

Submission Date and Time: 10/5/2016 3:15 PM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE AGREEMENTS WITH THE CDC AND
JUDITH BECHTEL FOR THE SALE OF SURPLUS CITY
PROPERTY AT 413 PERKINS STREET, 410 SOUTH 6TH STREET,
AND 1112 WEST LINE STREET; AND PROVIDING AN
EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with the CDC and Judith Bechtel for the sale of surplus City properties as follows:

- Ø 413 Perkins - CDC
- Ø 410 South 6th Street - CDC
- Ø 1112 West Line Street - Bechtel

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 10th day of October 2016.

Mayor

ATTEST:

City Clerk

**“AS-IS” CONTRACT
FOR SALE AND PURCHASE**

THIS CONTRACT made between **THE CITY OF LEESBURG, FLORIDA**, as Seller, whose address is P.O. Box 490630, Leesburg, FL 34749, and **COMMUNITY DEVELOPMENT CORPORATION OF LEESBURG, INC.**, Buyer, whose address is 314 South Canal Street, Leesburg, Florida 34748, who hereby agree that Seller shall sell and Buyer shall buy the following described real property (the "Real Property") (hereinafter referred to as the "Property") upon the following terms and conditions:

- I. **DESCRIPTION.** The legal description of the Real Property in the County of Lake, State of Florida, is as follows:

Lot 13, Block D, SUNSHINE PARK, Leesburg, Lake County, Florida, according to the plat thereof recorded in Plat Book 6, Page 71, Public Records of Lake County, Florida, LESS that part bounded and described as follows: Begin at the Southeast corner of said Lot 13, Block D, run thence North along the East line of said Lot 13, a distance of 34 feet, thence West at right angle to said East line 45.01 feet to the Southwesterly side of said Lot 13, thence Southeasterly 56.49 feet to the Point of Beginning.

Also known as 413 Perkins Street

AND

Lot 10 in Block B of Hanson's Subdivision of Lots 32 and 33, South of Main Street, City of Leesburg, Lake County, Florida, according to the plat thereof recorded in Plat Book 4, Page 44, Public Records of Lake County, Florida.

Also known as 410 South 6th Street

- II. **PRICE AND TERMS:** The purchase price for the Property and terms of payment are:

PURCHASE PRICE:		<u>\$10,000.00</u>
(a)	DEPOSIT to be held in escrow by McLin & Burnsed P.A. (must be at least 10% of Purchase Price):	<u>\$1,500.00</u>
(b)	BALANCE TO CLOSE to be paid at Closing by cashier's check or wire transfer:	<u>\$8,500.00</u>

- III. **TIME FOR ACCEPTANCE, EFFECTIVE DATE:** If this offer is not fully executed by all parties on or before October 11, 2016, the deposit is to be returned to Buyer and the offer is to be

considered withdrawn. The Effective Date of this Contract shall be the date when the last party to sign affixes his or her signature hereto.

IV. FINANCING: This transaction is not contingent on financing. Buyer will pay cash to Seller at closing without obtaining third party financing.

V. TITLE EVIDENCE: Within not later than 20 days after the Effective Date, Buyer may, at Buyer's expense, obtain a commitment for issuance of an owner's policy of title insurance to Buyer at closing, showing title to be in accordance with the terms of Standard A below. Buyer shall pay the premium for the owner's policy of title insurance at closing.

VI. CLOSING DATE: This transaction shall be closed on or before 60 days after the Effective Date, unless that date is extended by other terms of this Contract.

VII. RESTRICTIONS, EASEMENTS AND LIMITATIONS: Buyer agrees to accept title subject to zoning, restrictions, prohibitions and other limitations and requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for the year of closing and subsequent years; and: all other matters of record. Also, the deed to Buyer shall contain conditions and restrictions requiring the Property to be brought into compliance with Seller's codes and ordinances (whether by demolition of existing structures, or renovation of those structures, at the option of Buyer) no later than 90 days from the date of Closing, and to be utilized thereafter as housing for first time home buyers having low to moderate incomes.

VIII. OCCUPANCY: Seller warrants that there are no persons in occupancy of the Real Property other than Seller. Occupancy of the Real Property will be delivered at closing.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Any typewritten or handwritten provisions added to this Contract, once initialed by all parties hereto, shall control over all originally printed provisions in conflict therewith.

X. FIRPTA: The parties shall comply fully with the Foreign Investment In Real Property Tax Act and applicable regulations, which could require Seller to provide additional funds at closing to meet withholding requirements. If Seller is not a "foreign person" as defined in FIRPTA then Seller shall provide an affidavit to that effect in compliance with FIRPTA at closing.

XI. ASSIGNABILITY: This Contract may not be assigned by Buyer or any of Buyer's duties hereunder delegated to any other person or entity without the prior, written consent of Seller. As a condition of approving such an assignment or delegation, Seller may require the potential assignee to submit financial and personal information sufficient to demonstrate that the proposed assignee is able to perform the duties of the Buyer hereunder. No such assignment of rights or delegation of duties by Buyer hereunder shall relieve Buyer of liability to Seller under this Contract unless Seller specifically so agrees in writing.

XII. COMMISSION: Each party represents, for the benefit and reliance of the other, that it has not consulted, or utilized the services of, any real estate broker or salesperson in connection with

this transaction. If a claim is asserted for a real estate commission on this transaction, the party whose acts or omissions gave rise to the claim shall indemnify the other party and hold it harmless against any loss or damage from the claim, and all attorneys' fees and court costs incurred as a result of the claim.

XIII. STANDARDS GOVERNING THIS TRANSACTION: This transaction shall be governed by the following Standards:

A. **EVIDENCE OF TITLE:** Any title insurance commitment obtained by Buyer shall be issued by a title insurer licensed in Florida, shall show insurable title to be vested in the Seller, and shall agree to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, subject only to liens, encumbrances, exceptions and qualifications set forth in this Contract. Insurability of title shall be determined in accordance with the Title Standards adopted by the Florida Bar, and in accordance with law. Buyer shall have 5 days from receipt of the title insurance commitment to examine it. If Buyer finds the title to be defective, Buyer shall within 3 days thereafter notify Seller in writing specifying such defects. If the defects render title unmarketable, Seller shall have 60 days from receipt of notice within which to remove the defects, failing which Buyer may either accept title as is or demand a refund of Buyer's deposit(s) which shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of any further obligation to one another under this Contract.

B. **SURVEY:** Buyer, at Buyer's expense, within the time allowed for delivery of the title insurance commitment and its examination, may have the Real Property surveyed by a registered Florida land surveyor. If the survey shows any encroachment onto the Real Property or that improvements on the Real Property encroach on lands of others, Buyer shall give written notice thereof to Seller within 3 days of receipt by Buyer of the survey, and such defects shall be treated as title defects and shall be subject to the terms set forth in Standard A for the curing of such title defects.

C. **LIENS:** Seller shall furnish to Buyer at closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller, and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding closing. If there have been repairs or improvements within that time, Seller shall deliver releases or waivers of mechanics' liens from all general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could be the basis for a lien on the Property or a claim for damages have been paid in full.

D. **PLACE OF CLOSING:** Closing shall be held in the county where the Real Property is located, at the office of the lawyer or closing agent designated by Seller.

E. **TIME:** Time is of the essence of this Contract. Time periods of less than 6 days hereunder shall exclude Saturdays, Sundays and state or national legal holidays, and any time period hereunder which would expire on Saturday, Sunday or a legal holiday shall be extended to 5:00 p.m. on the next business day.

F. EXPENSES: Buyer shall pay for documentary stamps on the deed, the costs for the title search and examination, and the owner's commitment and policy of title insurance. Seller shall pay only for the recording of corrective instruments, and for its own legal fees.

G. PRORATIONS. Taxes will not be prorated at closing because Seller is a tax exempt entity. Buyer will become responsible for all taxes levied and assessed subsequent to closing.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION

H. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of the date of closing are to be paid by the Seller. Pending liens as of the date of closing shall be assumed by Buyer.

I. CONDITION OF PROPERTY: This Property was acquired through foreclosure of a code enforcement lien. Buyer is advised that Seller has not evaluated the condition of the Property and has not occupied or used the Property, and therefore cannot make any representations or warranties as to its condition. **BUYER IS ACQUIRING THE PROPERTY IN AS-IS, WHERE-IS CONDITION WITH ALL FAULTS. ALL WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE WHATSOEVER, ARE WAIVED BY BUYER AND DISCLAIMED BY SELLER.**

J. CITY COMMISSION APPROVAL. This Contract is subject to approval by the Leesburg City Commission at a public meeting and is not binding on Seller until it receives such approval, however Buyer may not revoke its offer once made, and shall have only such rights of cancellation as are provided in this Contract.

J. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

K. RISK OF LOSS: If the Property is damaged by fire or other casualty prior to closing, Buyer may either accept the Property as is, or Buyer may cancel this Contract and receive a refund of Buyer's deposit(s), whereupon neither party shall have any further obligation hereunder.

L. **ESCROW:** Any escrow agent ("Agent") receiving funds or equivalent is authorized to and does by their acceptance agree to deposit them promptly, hold them in escrow, and (subject to clearance) disburse them in accordance with the terms hereof. Failure of clearance shall not excuse performance by Buyer. If in doubt as to the disposition of any funds, Agent may hold them until the parties mutually agree to the terms of disbursement, or until a judgment of a court of competent jurisdiction determines the rights of the parties, or Agent may commence an action for interpleader and deposit the funds into the registry of the court, whereupon all liability of the Agent shall terminate, except for accounting for any items previously delivered out of escrow. In any suit between Buyer and Seller where Agent is made a party on account of acting in that capacity, or in any interpleader suit filed by Agent, the Agent shall recover reasonable costs and attorney's fees with such fees and costs to be assessed as court costs in favor of the prevailing party. Agent shall not be liable for misdelivery of any items out of escrow unless such misdelivery is due to willful breach by or gross negligence of Agent.

M. **ATTORNEY'S FEES AND COSTS:** In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any proceedings to collect or enforce any judgment entered in other proceedings hereunder.

N. **FAILURE OF PERFORMANCE:** If Buyer fails to perform under this Contract, including the payment of all deposit(s) required, the deposit(s) paid by Buyer may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of all claims hereunder, whereupon Buyer and Seller shall be relieved of all obligations under this Contract. If, for any reason other than the failure of Seller to render title marketable or to cure survey defects after reasonable diligence, Seller fails, neglects or refuses to perform under this Contract, Buyer shall have the option either to receive the return of Buyer's deposit(s) as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of all claims hereunder, whereupon Buyer and Seller shall be relieved of all obligations under this Contract, or to seek the remedy of specific performance.

O. **CONTRACT NOT RECORDABLE, PERSONS BOUND, AND NOTICE:** Neither this Contract nor any notice of it shall be recorded in any public records by Buyer, or Seller. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits or requires, the singular shall include the plural and one gender shall include all. Notice hereunder shall be in writing and if sent to the intended recipient by certified mail, return receipt requested, all postage and fees prepaid, shall be effective 3 calendar days after mailing; otherwise, notice shall be effective only upon receipt by the addressee. Notice given by or to an attorney representing a party shall be as effective as notice given by or to that party.

P. **CONVEYANCE:** Seller shall convey title to the Real Property by special warranty deed, subject to those matters listed in Paragraph VII or otherwise accepted in writing by Buyer prior to closing.

Q. **OTHER AGREEMENTS:** This Contract sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have

merged into this Contract and to have been extinguished except to the extent specifically set forth herein. This Contract may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Contract shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Contract shall be in the county where the Property is located. This Contract shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Contract in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Contract.

IN WITNESS WHEREOF, the parties have set their hands and seals.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
ANDI PURVIS, City Clerk

DATE: _____

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

COMMUNITY DEVELOPMENT
CORPORATION OF LEESBURG, INC.

(Type or print name of witness)

BY: _____

Type or print name and corporate title

(Type or print name of witness)

DATE: _____

**“AS-IS” CONTRACT
FOR SALE AND PURCHASE**

THIS CONTRACT made between **THE CITY OF LEESBURG, FLORIDA**, as Seller, whose address is P.O. Box 490630, Leesburg, FL 34749, and **JUDITH D. BECHTEL**, as **Trustee of the Judith D. Bechtel Revocable Trust dated December 30, 2008**, Buyer, whose address is 1116 West Line Street, Leesburg, Florida 34748, who hereby agree that Seller shall sell and Buyer shall buy the following described real property (the "Real Property") (hereinafter referred to as the "Property") upon the following terms and conditions:

- I. **DESCRIPTION.** The legal description of the Real Property in the County of Lake, State of Florida, is as follows:

Begin at a point on the North side of Line Street 73.3 feet West of Southeast corner of Lot 2, Block 43 according to the official map of Leesburg, Florida, run North parallel with the East boundary of said Lot 2, 150 feet; thence West 60 feet thence South 150 feet to the North boundary of Line Street; thence East along the North boundary of the said Line Street to the point of beginning; being further described as: The West 60 feet running to depth of 150 feet North and South of Lot 4, C.S. Brookings Subdivision of part of Lot 2 and 3, City of Leesburg.

Also known as 1112 West Line Street

- II. **PRICE AND TERMS:** The purchase price for the Property and terms of payment are:

PURCHASE PRICE:		\$10,000.00
(a)	DEPOSIT to be held in escrow by McLin & Burnsed P.A. (must be at least 10% of Purchase Price):	\$1,500.00
(b)	BALANCE TO CLOSE to be paid at Closing by cashier's check or wire transfer:	\$8,500.00

- III. **TIME FOR ACCEPTANCE, EFFECTIVE DATE:** If this offer is not fully executed by all parties on or before October 11, 2016, the deposit is to be returned to Buyer and the offer is to be considered withdrawn. The Effective Date of this Contract shall be the date when the last party to sign affixes his or her signature hereto.

- IV. **FINANCING:** This transaction is not contingent on financing. Buyer will pay cash to Seller at closing without obtaining third party financing.

- V. **TITLE EVIDENCE:** Within not later than 20 days after the Effective Date, Buyer may, at Buyer's expense, obtain a commitment for issuance of an owner's policy of title insurance to Buyer

at closing, showing title to be in accordance with the terms of Standard A below. Buyer shall pay the premium for the owner's policy of title insurance at closing.

VI. CLOSING DATE: This transaction shall be closed on or before 60 days after the Effective Date, unless that date is extended by other terms of this Contract.

VII. RESTRICTIONS, EASEMENTS AND LIMITATIONS: Buyer agrees to accept title subject to zoning, restrictions, prohibitions and other limitations and requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for the year of closing and subsequent years; and: all other matters of record. Also, the deed to Buyer shall contain conditions and restrictions requiring the Property to be brought into compliance with Seller's codes and ordinances (whether by demolition of existing structures, or renovation of those structures, at the option of Buyer) no later than 90 days from the date of Closing.

VIII. OCCUPANCY: Seller warrants that there are no persons in occupancy of the Real Property other than Seller. Occupancy of the Real Property will be delivered at closing.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Any typewritten or handwritten provisions added to this Contract, once initialed by all parties hereto, shall control over all originally printed provisions in conflict therewith.

X. FIRPTA: The parties shall comply fully with the Foreign Investment In Real Property Tax Act and applicable regulations, which could require Seller to provide additional funds at closing to meet withholding requirements. If Seller is not a "foreign person" as defined in FIRPTA then Seller shall provide an affidavit to that effect in compliance with FIRPTA at closing.

XI. ASSIGNABILITY: This Contract may not be assigned by Buyer or any of Buyer's duties hereunder delegated to any other person or entity without the prior, written consent of Seller. As a condition of approving such an assignment or delegation, Seller may require the potential assignee to submit financial and personal information sufficient to demonstrate that the proposed assignee is able to perform the duties of the Buyer hereunder. No such assignment of rights or delegation of duties by Buyer hereunder shall relieve Buyer of liability to Seller under this Contract unless Seller specifically so agrees in writing.

XII. COMMISSION: Each party represents, for the benefit and reliance of the other, that it has not consulted, or utilized the services of, any real estate broker or salesperson in connection with this transaction. If a claim is asserted for a real estate commission on this transaction, the party whose acts or omissions gave rise to the claim shall indemnify the other party and hold it harmless against any loss or damage from the claim, and all attorneys' fees and court costs incurred as a result of the claim.

XIII. STANDARDS GOVERNING THIS TRANSACTION: This transaction shall be governed by the following Standards:

A. EVIDENCE OF TITLE: Any title insurance commitment obtained by Buyer shall be issued by a title insurer licensed in Florida, shall show insurable title to be vested in the Seller, and shall agree to issue to Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the purchase price, subject only to liens, encumbrances, exceptions and qualifications set forth in this Contract. Insurability of title shall be determined in accordance with the Title Standards adopted by the Florida Bar, and in accordance with law. Buyer shall have 5 days from receipt of the title insurance commitment to examine it. If Buyer finds the title to be defective, Buyer shall within 3 days thereafter notify Seller in writing specifying such defects. If the defects render title unmarketable, Seller shall have 60 days from receipt of notice within which to remove the defects, failing which Buyer may either accept title as is or demand a refund of Buyer's deposit(s) which shall be immediately returned to Buyer; thereupon, Buyer and Seller shall be released of any further obligation to one another under this Contract.

B. SURVEY: Buyer, at Buyer's expense, within the time allowed for delivery of the title insurance commitment and its examination, may have the Real Property surveyed by a registered Florida land surveyor. If the survey shows any encroachment onto the Real Property or that improvements on the Real Property encroach on lands of others, Buyer shall give written notice thereof to Seller within 3 days of receipt by Buyer of the survey, and such defects shall be treated as title defects and shall be subject to the terms set forth in Standard A for the curing of such title defects.

C. LIENS: Seller shall furnish to Buyer at closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller, and further attesting that there have been no improvements or repairs to the Property for 90 days immediately preceding closing. If there have been repairs or improvements within that time, Seller shall deliver releases or waivers of mechanics' liens from all general contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could be the basis for a lien on the Property or a claim for damages have been paid in full.

D. PLACE OF CLOSING: Closing shall be held in the county where the Real Property is located, at the office of the lawyer or closing agent designated by Seller.

E. TIME: Time is of the essence of this Contract. Time periods of less than 6 days hereunder shall exclude Saturdays, Sundays and state or national legal holidays, and any time period hereunder which would expire on Saturday, Sunday or a legal holiday shall be extended to 5:00 p.m. on the next business day.

F. EXPENSES: Buyer shall pay for documentary stamps on the deed, the costs for the title search and examination, and the owner's commitment and policy of title insurance. Seller shall pay only for the recording of corrective instruments, and for its own legal fees.

G. PRORATIONS. Taxes will not be prorated at closing because Seller is a tax exempt entity. Buyer will become responsible for all taxes levied and assessed subsequent to closing.

PROPERTY TAX
DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION

H. SPECIAL ASSESSMENT LIENS: Certified, confirmed and ratified special assessment liens as of the date of closing are to be paid by the Seller. Pending liens as of the date of closing shall be assumed by Buyer.

I. CONDITION OF PROPERTY: This Property was acquired through foreclosure of a code enforcement lien. Buyer is advised that Seller has not evaluated the condition of the Property and has not occupied or used the Property, and therefore cannot make any representations or warranties as to its condition. **BUYER IS ACQUIRING THE PROPERTY IN AS-IS, WHERE-IS CONDITION WITH ALL FAULTS. ALL WARRANTIES OF ANY NATURE, WHETHER EXPRESS OR IMPLIED, AND WHETHER OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE WHATSOEVER, ARE WAIVED BY BUYER AND DISCLAIMED BY SELLER.**

J. CITY COMMISSION APPROVAL. This Contract is subject to approval by the Leesburg City Commission at a public meeting and is not binding on Seller until it receives such approval, however Buyer may not revoke its offer once made, and shall have only such rights of cancellation as are provided in this Contract.

J. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

K. RISK OF LOSS: If the Property is damaged by fire or other casualty prior to closing, Buyer may either accept the Property as is, or Buyer may cancel this Contract and receive a refund of Buyer's deposit(s), whereupon neither party shall have any further obligation hereunder.

L. ESCROW: Any escrow agent ("Agent") receiving funds or equivalent is authorized to and does by their acceptance agree to deposit them promptly, hold them in escrow, and (subject to clearance) disburse them in accordance with the terms hereof. Failure of clearance shall not excuse performance by Buyer. If in doubt as to the disposition of any funds, Agent may hold them until the parties mutually agree to the terms of disbursement, or until a judgment of a court of competent jurisdiction determines the rights of the parties, or Agent may commence an action for interpleader and deposit the funds into the registry of the court, whereupon all liability of the Agent shall terminate, except for accounting for any items previously delivered out of escrow. In any suit

between Buyer and Seller where Agent is made a party on account of acting in that capacity, or in any interpleader suit filed by Agent, the Agent shall recover reasonable costs and attorney's fees with such fees and costs to be assessed as court costs in favor of the prevailing party. Agent shall not be liable for misdelivery of any items out of escrow unless such misdelivery is due to willful breach by or gross negligence of Agent.

M. **ATTORNEY'S FEES AND COSTS:** In any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including at trial, on appeal, in any proceedings in bankruptcy or insolvency, and in any proceedings to collect or enforce any judgment entered in other proceedings hereunder.

N. **FAILURE OF PERFORMANCE:** If Buyer fails to perform under this Contract, including the payment of all deposit(s) required, the deposit(s) paid by Buyer may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of all claims hereunder, whereupon Buyer and Seller shall be relieved of all obligations under this Contract. If, for any reason other than the failure of Seller to render title marketable or to cure survey defects after reasonable diligence, Seller fails, neglects or refuses to perform under this Contract, Buyer shall have the option either to receive the return of Buyer's deposit(s) as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of all claims hereunder, whereupon Buyer and Seller shall be relieved of all obligations under this Contract, or to seek the remedy of specific performance.

O. **CONTRACT NOT RECORDABLE, PERSONS BOUND, AND NOTICE:** Neither this Contract nor any notice of it shall be recorded in any public records by Buyer, or Seller. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits or requires, the singular shall include the plural and one gender shall include all. Notice hereunder shall be in writing and if sent to the intended recipient by certified mail, return receipt requested, all postage and fees prepaid, shall be effective 3 calendar days after mailing; otherwise, notice shall be effective only upon receipt by the addressee. Notice given by or to an attorney representing a party shall be as effective as notice given by or to that party.

P. **CONVEYANCE:** Seller shall convey title to the Real Property by special warranty deed, subject to those matters listed in Paragraph VII or otherwise accepted in writing by Buyer prior to closing.

Q. **OTHER AGREEMENTS:** This Contract sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Contract and to have been extinguished except to the extent specifically set forth herein. This Contract may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Contract shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Contract shall be in the county where the Property is located. This Contract shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Contract in reliance on, or on the basis of, any promise, negotiation, representation,

undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Contract.

IN WITNESS WHEREOF, the parties have set their hands and seals.

THE CITY OF LEESBURG, FLORIDA

BY: _____
JAY HURLEY, Mayor

Attest: _____
ANDI PURVIS, City Clerk

DATE: _____

APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY

(Type or print name of witness)

JUDITH D. BECHTEL, Trustee

(Type or print name of witness)

DATE: _____



AGENDA MEMORANDUM

Item No: 6C.
Meeting Date: October 10, 2016
From: Al Minner, City Manager
Subject: Discussion – Code Enforcement Special Magistrate

Analysis:

Pursuant to the request of Commissioner Robuck, this item has been placed on the agenda to discuss the Code Enforcement Special Magistrate position.

Submission Date and Time: 10/5/2016 3:15 PM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised:___Not Required___ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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